

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**FORM 10-Q**

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended September 30, 2024

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 001-33999

**NORTHERN OIL AND GAS, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of  
Incorporation or Organization)

**95-3848122**

(I.R.S. Employer Identification No.)

**4350 Baker Road – Suite 400  
Minnetonka, Minnesota 55343**  
(Address of Principal Executive Offices)

**(952) 476-9800**  
(Registrant's Telephone Number, Including Area Code)

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.001	NOG	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer

Non-Accelerated Filer

Accelerated Filer

Smaller Reporting Company

Emerging Growth Company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of November 1, 2024, there were 99,825,164 shares of our common stock, par value \$0.001, outstanding.

## GLOSSARY OF TERMS

Unless otherwise indicated in this report, natural gas volumes are stated at the legal pressure base of the state or geographic area in which the reserves are located at 60 degrees Fahrenheit. Crude oil and natural gas equivalents are determined using the ratio of six Mcf of natural gas to one barrel of crude oil, condensate or natural gas liquids.

The following definitions shall apply to the technical terms used in this report.

### **Terms used to describe quantities of crude oil and natural gas:**

“*Bbl.*” One stock tank barrel, of 42 U.S. gallons liquid volume, used herein in reference to crude oil, condensate or NGLs.

“*Boe.*” A barrel of oil equivalent and is a standard convention used to express crude oil, NGL and natural gas volumes on a comparable crude oil equivalent basis. Gas equivalents are determined under the relative energy content method by using the ratio of 6.0 Mcf of natural gas to 1.0 Bbl of crude oil or NGL.

“*Boepd.*” Boe per day.

“*Btu*” or “*British Thermal Unit.*” The quantity of heat required to raise the temperature of one pound of water by one degree Fahrenheit.

“*MBbl.*” One thousand barrels of crude oil, condensate or NGLs.

“*MBoe.*” One thousand Boe.

“*Mcf.*” One thousand cubic feet of natural gas.

“*MMBbl.*” One million barrels of crude oil, condensate or NGLs.

“*MBoe.*” One million Boe.

“*MMBtu.*” One million British Thermal Units.

“*MMcf.*” One million cubic feet of natural gas.

“*NGLs.*” Natural gas liquids. Hydrocarbons found in natural gas that may be extracted as liquefied petroleum gas and natural gasoline.

### **Terms used to describe our interests in wells and acreage:**

“*Basin.*” A large natural depression on the earth’s surface in which sediments generally brought by water accumulate.

“*Completion.*” The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs, and/or natural gas.

“*Conventional play.*” An area that is believed to be capable of producing crude oil, NGLs, and natural gas occurring in discrete accumulations in structural and stratigraphic traps.

“*Developed acreage.*” Acreage consisting of leased acres spaced or assignable to productive wells. Acreage included in spacing units of infill wells is classified as developed acreage at the time production commences from the initial well in the spacing unit. As such, the addition of an infill well does not have any impact on a company’s amount of developed acreage.

“*Development well.*” A well drilled within the proved area of a crude oil, NGL, or natural gas reservoir to the depth of a stratigraphic horizon (rock layer or formation) known to be productive for the purpose of extracting proved crude oil, NGL, or natural gas reserves.

“*Differential.*” The difference between a benchmark price of crude oil and natural gas, such as the NYMEX crude oil spot price, and the wellhead price received.

“*Dry hole.*” A well found to be incapable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of such production exceed production expenses and taxes.

“*Exploratory well.*” A well drilled to find a new field or to find a new reservoir in a field previously found to be productive of oil or natural gas in another reservoir. Generally, an exploratory well is any well that is not a development well, an extension well, a service well, or a stratigraphic test well.

“*Extension well.*” An extension well is a well drilled to extend the limits of a known reservoir.

“*Field.*” An area consisting of a single reservoir or multiple reservoirs all grouped on, or related to, the same individual geological structural feature or stratigraphic condition. The field name refers to the surface area, although it may refer to both the surface and the underground productive formations.

“*Formation.*” A layer of rock which has distinct characteristics that differs from nearby rock.

“*Gross acres*” or “*Gross wells.*” The total acres or wells, as the case may be, in which a working interest is owned.

“*Held by operations.*” A provision in an oil and gas lease that extends the stated term of the lease as long as drilling operations are ongoing on the property.

“*Held by production.*” A provision in an oil and gas lease that extends the stated term of the lease as long as the property produces a minimum quantity of crude oil, NGLs, and natural gas.

“*Hydraulic fracturing.*” The technique of improving a well’s production by pumping a mixture of fluids into the formation and rupturing the rock, creating an artificial channel. As part of this technique, sand or other material may also be injected into the formation to keep the channel open, so that fluids or natural gases may more easily flow through the formation.

“*Infill well.*” A subsequent well drilled in an established spacing unit of an already established productive well in the spacing unit. Acreage on which infill wells are drilled is considered developed commencing with the initial productive well established in the spacing unit. As such, the addition of an infill well does not have any impact on a company’s amount of developed acreage.

“*Net acres.*” The percentage ownership of gross acres. Net acres are deemed to exist when the sum of fractional ownership working interests in gross acres equals one (e.g., a 10% working interest in a lease covering 640 gross acres is equivalent to 64 net acres).

“*Net well.*” A well that is deemed to exist when the sum of fractional ownership working interests in gross wells equals one.

“*NYMEX.*” The New York Mercantile Exchange.

“*OPEC.*” The Organization of Petroleum Exporting Countries.

“*Productive well.*” A well that is found to be capable of producing hydrocarbons in sufficient quantities such that proceeds from the sale of the production exceed production expenses and taxes.

“*Recompletion.*” The process of treating a drilled well followed by the installation of permanent equipment for the production of crude oil, NGLs or natural gas or, in the case of a dry hole, the reporting of abandonment to the appropriate agency.

“*Reservoir.*” A porous and permeable underground formation containing a natural accumulation of producible crude oil, NGLs and/or natural gas that is confined by impermeable rock or water barriers and is separate from other reservoirs.

“*Service well.*” A service well is drilled or completed for the purpose of supporting production in an existing field. Wells in this class are drilled for the following specific purposes: gas injection, water injection, steam injection, air injection, salt-water disposal, water supply for injection, observation, or injection for in-situ combustion.

“*Spacing.*” The distance between wells producing from the same reservoir. Spacing is often expressed in terms of acres, e.g., 40-acre spacing, and is often established by regulatory agencies.

“*Stratigraphic test well.*” A stratigraphic test well is a drilling effort, geologically directed, to obtain information pertaining to a specific geologic condition. Such wells customarily are drilled without the intent of being completed for hydrocarbon production. The classification also includes tests identified as core tests and all types of expendable holes related to hydrocarbon exploration. Stratigraphic tests are classified as “exploratory type” if not drilled in a known area or “development type” if drilled in a known area.

“*Unconventional play.*” An area believed to be capable of producing crude oil, NGLs, and/or natural gas occurring in accumulations that are regionally extensive but require recently developed technologies to achieve profitability. These areas tend to have low permeability and may be closely associated with source rock as this is the case with crude oil and natural gas shale, tight crude oil and natural gas sands and coal bed methane.

“*Undeveloped acreage.*” Leased acreage on which wells have not been drilled or completed to a point that would permit the production of economic quantities of crude oil, NGLs, and natural gas, regardless of whether such acreage contains proved reserves. Undeveloped acreage includes net acres held by operations until a productive well is established in the spacing unit.

“*Unit.*” The joining of all or substantially all interests in a reservoir or field, rather than a single tract, to provide for development and operation without regard to separate property interests. Also, the area covered by a unitization agreement.

“*Wellbore.*” The hole drilled by the bit that is equipped for natural gas production on a completed well. Also called well or borehole.

“*West Texas Intermediate or WTI.*” A light, sweet blend of oil produced from the fields in West Texas.

“*Working interest.*” The right granted to the lessee of a property to explore for and to produce and own crude oil, NGLs, natural gas or other minerals. The working interest owners bear the exploration, development, and operating costs on either a cash, penalty, or carried basis.

“*Workover.*” Operations on a producing well to restore or increase production.

**Terms used to assign a present value to or to classify our reserves:**

“*Developed Oil and Gas Reserves.*” Oil and natural gas reserves of any category that can be expected to be recovered through existing wells with existing equipment and operating methods or in which the cost of the required equipment is relatively minor compared to the cost of a new well.

“*Possible reserves.*” The additional reserves which analysis of geoscience and engineering data suggest are less likely to be recoverable than probable reserves.

“*Pre-tax PV-10% or PV-10.*” The estimated future net revenue, discounted at a rate of 10% per annum, before income taxes and with no price or cost escalation or de-escalation in accordance with guidelines promulgated by the SEC.

“*Probable reserves.*” The additional reserves which analysis of geoscience and engineering data indicate are less likely to be recovered than proved reserves but which together with proved reserves, are as likely as not to be recovered.

“*Proved developed non-producing reserves (PDNPs).*” Proved crude oil, NGLs, and natural gas reserves that are developed behind pipe, shut-in or that can be recovered through improved recovery only after the necessary equipment has been installed, or when the costs to do so are relatively minor. Shut-in reserves are expected to be recovered from (1) completion intervals which are open at the time of the estimate, but which have not started producing, (2) wells that were shut-in for market conditions or pipeline connections, or (3) wells not capable of production for mechanical reasons. Behind-pipe reserves are expected to be recovered from zones in existing wells that will require additional completion work or future recompletion prior to the start of production.

“*Proved developed producing reserves (PDPs).*” Reserves that can be expected to be recovered through existing wells with existing equipment and operating methods. Additional crude oil, NGLs, and natural gas expected to be obtained through the application of fluid injection or other improved recovery techniques for supplementing the natural forces and mechanisms of primary recovery are included in “proved developed reserves” only after testing by a pilot project or after the operation of an installed program has confirmed through production response that increased recovery will be achieved.

*“Proved reserves.”* The quantities of crude oil, NGLs and natural gas, which, by analysis of geosciences and engineering data, can be estimated with reasonable certainty to be economically producible, from a given date forward, from known reservoirs, and under existing economic conditions, operating methods, and government regulations, prior to the time at which contracts providing the right to operate expire, unless evidence indicates that renewal is reasonably certain, regardless of whether deterministic or probabilistic methods are used for the estimation. The project to extract the hydrocarbons must have commenced, or the operator must be reasonably certain that it will commence the project, within a reasonable time.

(i) The area of the reservoir considered as proved includes: (A) the area identified by drilling and limited by fluid contacts, if any, and (B) adjacent undrilled portions of the reservoir that can, with reasonable certainty, be judged to be continuous with it and to contain economically producible crude oil, NGLs or natural gas on the basis of available geoscience and engineering data.

(ii) In the absence of data on fluid contacts, proved quantities in a reservoir are limited by the lowest known hydrocarbons as seen in a well penetration unless geoscience, engineering, or performance data and reliable technology establish a lower contact with reasonable certainty.

(iii) Where direct observation from well penetrations has defined a highest known oil elevation and the potential exists for an associated gas cap, proved oil reserves may be assigned in the structurally higher portions of the reservoir only if geoscience, engineering or performance data and reliable technology establish the higher contact with reasonable certainty.

(iv) Reserves which can be produced economically through application of improved recovery techniques (including, but not limited to, fluid injection) are included in the proved classification when: (A) successful testing by a pilot project in an area of the reservoir with properties no more favorable than in the reservoir as a whole, the operation of an installed program in the reservoir or an analogous reservoir, or other evidence using reliable technology establishes the reasonable certainty of the engineering analysis on which the project or program was based; and (B) the project has been approved for development by all necessary parties and entities, including governmental entities.

(v) Existing economic conditions include prices and costs at which economic producibility from a reservoir is to be determined. The price shall be the average during the twelve-month period prior to the ending date of the period covered by the report, determined as an unweighted arithmetic average of the first-day-of-the-month price for each month within such period, unless prices are defined by contractual arrangements, excluding escalations based on future conditions.

*“Proved undeveloped drilling location.”* A site on which a development well can be drilled consistent with spacing rules for purposes of recovering proved undeveloped reserves.

*“Proved undeveloped reserves” or “PUDs.”* Reserves that are expected to be recovered from new wells on undrilled acreage, or from existing wells where a relatively major expenditure is required for development. Reserves on undrilled acreage are limited to those drilling units offsetting productive units that are reasonably certain of production when drilled. Proved reserves for other undrilled units are claimed only where it can be demonstrated with reasonable certainty that there is continuity of production from the existing productive formation. Estimates for proved undeveloped reserves will not be attributable to any acreage for which an application of fluid injection or other improved recovery technique is contemplated, unless such techniques have been proved effective by actual tests in the area and in the same reservoir or an analogous reservoir.

*“Reserves.”* Estimated remaining quantities of oil and gas and related substances anticipated to be economically producible, as of a given date, by application of development projects to known accumulations. In addition, there must exist, or there must be a reasonable expectation that there will exist, the legal right to produce or a revenue interest in the production, installed means of delivering oil and gas or related substances to market, and all permits and financing required to implement the project.

*“Standardized measure.”* Discounted future net cash flows estimated by applying year-end prices to the estimated future production of year-end proved reserves. Future cash inflows are reduced by estimated future production and development costs based on period end costs to determine pre-tax cash inflows. Future income taxes, if applicable, are computed by applying the statutory tax rate to the excess of pre-tax cash inflows over our tax basis in the oil and natural gas properties. Future net cash inflows after income taxes are discounted using a 10% annual discount rate.

“*Undeveloped Oil and Gas Reserves.*” Oil and natural gas reserves of any category that are expected to be recovered from new wells on undrilled acreage or from existing wells where a relatively major expenditure is required for recompletion.

**NORTHERN OIL AND GAS, INC.  
FORM 10-Q**

**September 30, 2024**

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## PART I - FINANCIAL INFORMATION

## Item 1. Condensed Financial Statements.

NORTHERN OIL AND GAS, INC.  
CONDENSED BALANCE SHEETS

<i>(In thousands, except par value and share data)</i>	September 30, 2024 (Unaudited)	December 31, 2023
<b>Assets</b>		
Current Assets:		
Cash and Cash Equivalents	\$ 34,356	\$ 8,195
Accounts Receivable, Net	316,933	370,531
Advances to Operators	18,153	49,210
Prepaid Expenses and Other	12,111	2,489
Derivative Instruments	100,797	75,733
Income Tax Receivable	36,573	3,249
<b>Total Current Assets</b>	<b>518,923</b>	<b>509,407</b>
Property and Equipment:		
Oil and Natural Gas Properties, Full Cost Method of Accounting		
Proved	9,524,785	8,428,518
Unproved	23,006	36,785
Other Property and Equipment	8,182	8,069
<b>Total Property and Equipment</b>	<b>9,555,973</b>	<b>8,473,372</b>
Less – Accumulated Depreciation, Depletion and Impairment	(5,075,954)	(4,541,808)
<b>Total Property and Equipment, Net</b>	<b>4,480,019</b>	<b>3,931,563</b>
Derivative Instruments	14,730	10,725
Acquisition Deposit	25,500	17,094
Other Noncurrent Assets, Net	16,155	15,466
<b>Total Assets</b>	<b>\$ 5,055,327</b>	<b>\$ 4,484,255</b>
<b>Liabilities and Stockholders' Equity</b>		
Current Liabilities:		
Accounts Payable	\$ 152,455	\$ 192,672
Accrued Liabilities	237,244	147,943
Accrued Interest	28,034	26,219
Derivative Instruments	804	16,797
Other Current Liabilities	1,751	2,130
<b>Total Current Liabilities</b>	<b>420,288</b>	<b>385,761</b>
Long-term Debt, Net	1,953,099	1,835,554
Deferred Tax Liability	210,738	68,488
Derivative Instruments	112,442	105,831
Asset Retirement Obligations	42,867	38,203
Other Noncurrent Liabilities	2,391	2,741
<b>Total Liabilities</b>	<b>\$ 2,741,825</b>	<b>\$ 2,436,578</b>
<b>Commitments and Contingencies</b>		
<b>Stockholders' Equity</b>		



Common Stock, Par Value \$.001; 270,000,000 Shares Authorized;  
99,825,164 Shares Outstanding at 9/30/2024  
100,761,148 Shares Outstanding at 12/31/2023

	502	503
Additional Paid-In Capital	1,942,181	2,124,963
Retained Earnings (Deficit)	370,819	(77,790)
Total Stockholders' Equity	<u>2,313,502</u>	<u>2,047,676</u>
<b>Total Liabilities and Stockholders' Equity</b>	<u>\$ 5,055,327</u>	<u>\$ 4,484,255</u>

The accompanying notes are an integral part of these condensed financial statements.

**NORTHERN OIL AND GAS, INC.**  
**CONDENSED STATEMENTS OF OPERATIONS**  
**(UNAUDITED)**

<i>(In thousands, except share and per share data)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<b>Revenues</b>				
Oil and Gas Sales	\$ 513,541	\$ 511,651	\$ 1,606,607	\$ 1,354,376
Gain (Loss) on Commodity Derivatives, Net	238,150	(199,548)	96,191	11,878
Other Revenues	1,947	1,870	7,953	6,488
<b>Total Revenues</b>	<b>753,638</b>	<b>313,973</b>	<b>1,710,751</b>	<b>1,372,742</b>
<b>Operating Expenses</b>				
Production Expenses	106,902	82,506	313,209	244,944
Production Taxes	14,671	42,158	114,470	114,215
General and Administrative Expenses	10,005	11,846	34,936	37,248
Depletion, Depreciation, Amortization and Accretion	185,657	133,791	536,227	334,836
Other Expenses	2,463	1,234	6,713	3,681
<b>Total Operating Expenses</b>	<b>319,698</b>	<b>271,535</b>	<b>1,005,555</b>	<b>734,924</b>
<b>Income From Operations</b>	<b>433,940</b>	<b>42,438</b>	<b>705,196</b>	<b>637,818</b>
<b>Other Income (Expense)</b>				
Interest Expense, Net of Capitalization	(36,837)	(37,040)	(112,458)	(99,151)
Loss on Unsettled Interest Rate Derivatives, Net	(20)	—	(20)	(1,017)
Gain on Extinguishment of Debt, Net	—	—	—	659
Contingent Consideration Gain	—	—	—	10,107
Other Income	140	21	260	4,712
<b>Total Other Expense, Net</b>	<b>(36,717)</b>	<b>(37,019)</b>	<b>(112,218)</b>	<b>(84,690)</b>
<b>Income Before Income Taxes</b>	<b>397,223</b>	<b>5,419</b>	<b>592,978</b>	<b>553,128</b>
<b>Income Tax Expense (Benefit)</b>	<b>98,777</b>	<b>(20,691)</b>	<b>144,369</b>	<b>19,012</b>
<b>Net Income</b>	<b>\$ 298,446</b>	<b>\$ 26,111</b>	<b>\$ 448,609</b>	<b>\$ 534,116</b>
Net Income Per Common Share – Basic	\$ 3.00	\$ 0.28	\$ 4.48	\$ 6.01
Net Income Per Common Share – Diluted	\$ 2.96	\$ 0.28	\$ 4.42	\$ 5.97
Weighted Average Common Shares Outstanding – Basic	99,494,313	92,768,035	100,065,656	88,857,016
Weighted Average Common Shares Outstanding – Diluted	100,724,784	93,742,407	101,446,567	89,449,731

The accompanying notes are an integral part of these condensed financial statements.

**NORTHERN OIL AND GAS, INC.**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
**(UNAUDITED)**

<i>(In thousands)</i>	Nine Months Ended September 30,	
	2024	2023
<b>Cash Flows from Operating Activities</b>		
Net Income	\$ 448,609	\$ 534,116
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depletion, Depreciation, Amortization, and Accretion	536,227	334,836
Amortization of Debt Issuance Costs	6,991	5,824
Gain on Extinguishment of Debt	—	(659)
Amortization of Bond Premium/Discount on Long-term Debt	(855)	(1,188)
Deferred Income Taxes	142,250	18,121
Unrealized (Gain) Loss of Derivative Instruments	(38,450)	35,239
Gain on Contingent Consideration	—	(10,107)
Stock-Based Compensation Expense	8,402	4,479
Other	517	2,882
Changes in Working Capital and Other Items:		
Accounts Receivable, Net	53,598	(91,588)
Prepaid and Other Expenses	(1,126)	(215)
Income Tax Receivable	(33,324)	(338)
Accounts Payable	(1,656)	531
Accrued Interest	1,815	7,484
Accrued Liabilities and Expenses	(4,613)	1,542
Net Cash Provided by Operating Activities	1,118,385	840,959
<b>Cash Flows from Investing Activities</b>		
Capital Expenditures on Oil and Natural Gas Properties	(986,503)	(1,483,639)
Acquisition Deposit	(25,500)	—
Purchases of Other Property and Equipment	(113)	(564)
Net Cash Used for Investing Activities	(1,012,116)	(1,484,203)
<b>Cash Flows from Financing Activities</b>		
Advances on Revolving Credit Facility	428,000	903,000
Repayments on Revolving Credit Facility	(314,000)	(838,000)
Repurchase of Senior Notes Due 2028	—	(18,436)
Issuance of Senior Notes Due 2031	—	492,840
Debt Issuance Costs Paid	(1,878)	(11,103)
Issuance of Common Stock	—	224,682
Repurchases of Common Stock	(69,328)	(8,004)
Restricted Stock Surrenders - Tax Obligations	(2,712)	(2,616)
Common Dividends Paid	(120,190)	(88,695)
Net Cash Provided by (Used for) Financing Activities	(80,108)	653,668
<b>Net Increase in Cash and Cash Equivalents</b>	26,161	10,424
<b>Cash and Cash Equivalents - Beginning of Period</b>	8,195	2,528
<b>Cash and Cash Equivalents - End of Period</b>	34,356	12,952

The accompanying notes are an integral part of these condensed financial statements.

**NORTHERN OIL AND GAS, INC.**  
**CONDENSED STATEMENTS OF STOCKHOLDERS' EQUITY**  
**(UNAUDITED)**

<i>(In thousands, except share data)</i>	Common Stock		Additional Paid-In	Retained	Total Stockholders'
	Shares	Amount	Capital	Earnings (Deficit)	Equity (Deficit)
<b>December 31, 2023</b>	100,761,148	\$ 503	\$ 2,124,963	\$ (77,790)	\$ 2,047,676
Issuance of Common Stock	139,873	—	—	—	—
Share Based Compensation	—	—	2,296	—	2,296
Restricted Stock Surrenders - Tax Obligations	(71,548)	—	(2,712)	—	(2,712)
Acquisitions of Oil and Natural Gas Properties	107,657	—	3,737	—	3,737
Issuance of Common Stock in Exchange for Warrants	656,297	1	(1)	—	—
Repurchases of Common Stock	(549,356)	(1)	(20,206)	—	(20,207)
Common Stock Dividends Declared	—	—	(40,418)	—	(40,418)
Net Income	—	—	—	11,606	11,606
<b>March 31, 2024</b>	101,044,071	\$ 503	\$ 2,067,660	\$ (66,183)	\$ 2,001,980
Issuance of Common Stock	23,907	—	—	—	—
Restricted Stock Forfeitures	(424)	—	(2)	—	(2)
Share Based Compensation	—	—	3,058	—	3,058
Repurchases of Common Stock	(895,076)	(1)	(35,217)	—	(35,218)
Common Stock Dividends Declared	—	—	(40,067)	—	(40,067)
Net Income	—	—	—	138,556	138,556
<b>June 30, 2024</b>	100,172,478	\$ 502	\$ 1,995,432	\$ 72,373	\$ 2,068,307
Issuance of Common Stock	49,987	—	—	—	—
Share Based Compensation	—	—	3,048	—	3,048
Repurchases of Common Stock	(397,301)	—	(14,598)	—	(14,598)
Common Stock Dividends Declared	—	—	(41,701)	—	(41,701)
Net Income	—	—	—	298,446	298,446
<b>September 30, 2024</b>	99,825,164	\$ 502	\$ 1,942,181	\$ 370,819	\$ 2,313,502

*(In thousands, except share data)*

	Common Stock		Additional Paid-In Capital	Retained Earnings (Deficit)	Total Stockholders' Equity (Deficit)
	Shares	Amount			
<b>December 31, 2022</b>	85,165,807	\$ 487	\$ 1,745,532	\$ (1,000,759)	\$ 745,260
Issuance of Common Stock	193,293	—	—	—	—
Restricted Stock Forfeitures	(6,854)	—	(54)	—	(54)
Share Based Compensation	—	—	2,316	—	2,316
Restricted Stock Surrenders - Tax Obligations	(98,052)	—	(2,616)	—	(2,616)
Issuance of Common Stock in Exchange for Warrants	403,780	—	—	—	—
Repurchases of Common Stock	(287,751)	—	(8,004)	—	(8,004)
Common Stock Dividends Declared	—	—	(29,026)	—	(29,026)
Net Income	—	—	—	340,191	340,191
<b>March 31, 2023</b>	<b>85,370,223</b>	<b>\$ 487</b>	<b>\$ 1,708,147</b>	<b>\$ (660,568)</b>	<b>\$ 1,048,067</b>
Issuance of Common Stock	11,585	—	—	—	—
Restricted Stock Forfeitures	(6,550)	—	—	—	—
Share Based Compensation	—	—	1,207	—	1,207
Equity Offerings, Net of Issuance Costs	7,647,500	8	224,674	—	224,682
Common Stock Dividends Declared	—	—	(34,414)	—	(34,414)
Deferred Taxes Related to Capped Calls	—	—	8,441	—	8,441
Net Income	—	—	—	167,815	167,815
<b>June 30, 2023</b>	<b>93,022,758</b>	<b>\$ 495</b>	<b>\$ 1,908,055</b>	<b>\$ (492,753)</b>	<b>\$ 1,415,797</b>
Issuance of Common Stock	9,880	—	—	—	—
Share Based Compensation	—	—	1,234	—	1,234
Common Stock Dividends Declared	—	—	(35,349)	—	(35,349)
Net Income	—	—	—	26,111	26,111
<b>September 30, 2023</b>	<b>93,032,638</b>	<b>\$ 495</b>	<b>\$ 1,873,940</b>	<b>\$ (466,642)</b>	<b>\$ 1,407,793</b>

The accompanying notes are an integral part of these condensed financial statements.

**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2024**  
**(UNAUDITED)**

**NOTE 1 ORGANIZATION AND NATURE OF BUSINESS**

Northern Oil and Gas, Inc. (the “Company,” “Northern,” “our” and words of similar import), a Delaware corporation, is an independent energy company engaged in the acquisition, exploration, development and production of oil and natural gas properties in the United States, primarily in the Williston Basin, the Permian Basin, the Appalachian Basin and, following the closing of the XCL Acquisition (as defined herein; see Note 3) in October 2024, the Uinta Basin. The Company’s common stock trades on the New York Stock Exchange under the symbol “NOG”.

The Company’s principal business is crude oil and natural gas exploration, development, and production with operations in the United States. The Company’s primary strategy is investing in non-operated minority working and mineral interests in oil and gas properties, with a core area of focus in premier basins within the United States.

**NOTE 2 BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The financial information included herein is unaudited. The balance sheet as of December 31, 2023 has been derived from the Company’s audited financial statements for the year ended December 31, 2023. However, such information includes all adjustments (consisting of normal recurring adjustments) that are, in the opinion of management, necessary for a fair presentation of the financial position, results of operations and cash flows for the interim periods. The results of operations for interim periods are not necessarily indicative of the results to be expected for an entire year.

Certain information, accounting policies, and footnote disclosures normally included in the financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) have been condensed or omitted in this Form 10-Q pursuant to certain rules and regulations of the Securities and Exchange Commission (“SEC”). The condensed financial statements should be read in conjunction with the audited financial statements for the year ended December 31, 2023, which were included in the Company’s 2023 Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

Out-of-Period Adjustments

During the three months ended September 30, 2024, the Company identified certain errors in its previously issued financial statements that have now been corrected through cumulative out-of-period adjustments in the condensed financial statements as of and for the three and nine months ended September 30, 2024. The errors relate, primarily, to improper classifications of income taxes withheld by the state of New Mexico, from January 2021 through June 2024, that were recorded as production tax expense. As a result, the Company recorded an out-of-period adjustment of approximately \$32.1 million in the three months ended September 30, 2024 to record an income tax receivable, offset by a reduction in production taxes. Further, in the three months ended September 30, 2024, the Company recorded an out-of-period adjustment of approximately \$6.7 million to income tax expense, offset by an increase in deferred tax liabilities. These errors understated net income for the fiscal years ended December 31, 2023, 2022, and 2021, by approximately \$9.3 million, \$11.2 million, and \$0.5 million, respectively. Management considered qualitative and quantitative factors and concluded the out-of-period adjustments are immaterial to 2024 and each of the applicable periods.

Use of Estimates

The preparation of financial statements under GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

The most significant estimates relate to proved crude oil and natural gas reserves, which includes limited control over future development plans as a non-operator, estimates relating to certain crude oil and natural gas revenues and expenses, fair value of derivative instruments, fair value of contingent consideration, acquisition date fair values of assets acquired and liabilities assumed, impairment of crude oil and natural gas properties, asset retirement obligations and deferred income taxes.

Management’s estimates and assumptions were based on historical data and consideration of future market conditions. Given the uncertainty inherent in any projection, actual results may differ from the estimates and assumptions used, and conditions may change, which could materially affect amounts reported in the unaudited condensed financial statements.

**Adopted and Recently Issued Accounting Pronouncements**

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”) that are adopted by the Company as of the specified effective date. If not discussed, management believes that the impact of recently issued standards, which are not yet effective, will not have a material impact on the Company’s financial statements upon adoption.

In November 2023, the FASB issued ASU 2023-07 Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures, which requires the Company to expand the breadth and frequency of segment disclosures to include additional information about significant segment expenses, the chief operating decision maker (CODM) and other items, and also require the annual disclosures on an interim basis. This guidance is effective for annual periods beginning after December 15, 2023, with early adoption permitted. The Company is currently evaluating the impact the new standard will have on its financial statements and related disclosures.

**Revenue Recognition**

The Company’s revenues are primarily derived from its interests in the sales of oil and natural gas production. The Company recognizes revenue from its interests in the sales of crude oil and natural gas in the period that its performance obligations are satisfied. Performance obligations are satisfied when the customer obtains control of the product, when the Company has no further obligations to perform related to the sale, when the transaction price has been determined and when collectability is probable. The sales of oil and natural gas are made under contracts which the third-party operators of the wells have negotiated with customers, which typically include variable consideration that is based on pricing tied to local indices and volumes delivered in the current month. The Company receives payment from the sale of oil and natural gas production from one to three months after delivery. At the end of each month when the performance obligation is satisfied, the variable consideration can be reasonably estimated and amounts due from customers are accrued in trade receivables, net in the condensed balance sheets. Variances between the Company’s estimated revenue and actual payments are recorded in the month the payment is received, however, differences have been and are insignificant. Accordingly, the variable consideration is not constrained.

The Company does not disclose the value of unsatisfied performance obligations under its contracts with customers as it applies the practical exemption, which applies to variable consideration that is recognized as control of the product is transferred to the customer. Since each unit of product represents a separate performance obligation, future volumes are wholly unsatisfied, and disclosure of the transaction price allocated to remaining performance obligations is not required.

The Company’s oil is typically sold at delivery points under contract terms that are common in our industry. The Company’s natural gas produced is delivered by the well operators to various purchasers at agreed upon delivery points under a limited number of contract types that are also common in our industry. Regardless of the contract type, the terms of these contracts compensate the well operators for the value of the oil and natural gas at specified prices, and then the well operators will remit payment to the Company for its share in the value of the oil and natural gas sold.

The Company’s disaggregated revenue has two primary sources: oil sales and natural gas and NGL sales. Substantially all of the Company’s oil and natural gas sales during the periods presented came from three geographic areas in the United States: the Williston Basin, the Permian Basin, and the Appalachian Basin. The following tables present the disaggregation of the Company’s oil revenues and natural gas and NGL revenues by basin for the three and nine months ended September 30, 2024 and 2023.

<i>(In thousands)</i>	Three Months Ended September 30, 2024				Three Months Ended September 30, 2023			
	Williston	Permian	Appalachian	Total	Williston	Permian	Appalachian	Total
Oil Revenues	\$ 216,620	\$ 249,402	\$ 2,526	\$ 468,547	\$ 249,276	\$ 215,517	\$ —	\$ 464,793
Natural Gas and NGL Revenues	17,234	19,036	8,724	44,994	17,901	25,214	3,742	46,857
Other	—	1,947	—	1,947	—	1,870	—	1,870
Total	\$ 233,854	\$ 270,385	\$ 11,250	\$ 515,489	\$ 267,177	\$ 242,601	\$ 3,742	\$ 513,520

<i>(In thousands)</i>	Nine Months Ended September 30, 2024				Nine Months Ended September 30, 2023			
	Williston	Permian	Appalachian	Total	Williston	Permian	Appalachian	Total
Oil Revenues	\$ 666,687	\$ 753,382	\$ 2,848	\$ 1,422,917	\$ 683,789	\$ 490,217	\$ —	\$ 1,174,006
Natural Gas and NGL Revenues	77,516	75,814	30,360	183,690	83,277	71,681	25,412	180,370
Other	—	7,953	—	7,953	—	6,488	—	6,488
Total	\$ 744,203	\$ 837,149	\$ 33,208	\$ 1,614,560	\$ 767,066	\$ 568,386	\$ 25,412	\$ 1,360,864

### Concentrations of Market, Credit Risk and Other Risks

The future results of the Company's crude oil and natural gas operations will be affected by the market prices of crude oil and natural gas. The availability of a ready market for crude oil and natural gas products in the future will depend on numerous factors beyond the control of the Company, including weather, imports, marketing of competitive fuels, proximity and capacity of crude oil and natural gas pipelines and other transportation facilities, any oversupply or undersupply of crude oil, natural gas and liquid products, the regulatory environment, the economic environment, and other regional and political events, none of which can be predicted with certainty.

The Company operates in the exploration, development and production sector of the crude oil and natural gas industry. The Company's receivables include amounts due, indirectly via the third-party operators of the wells, from purchasers of its crude oil and natural gas production. While certain of these customers, as well as third-party operators of the wells, are affected by periodic downturns in the economy in general or in their specific segment of the crude oil or natural gas industry, the Company believes that its level of credit-related losses due to such economic fluctuations have been immaterial.

As a non-operator, 100% of the Company's wells are operated by third-party operating partners. As a result, the Company is highly dependent on the success of these third-party operators. If they are not successful in the exploration, development and production activities relating to the Company's leasehold interests, or are unable or unwilling to perform, the Company's financial condition and results of operation could be adversely affected. These risks are heightened in a low commodity price environment, which may present significant challenges to these third-party operators. The Company's third-party operators will make decisions in connection with their operations that may not be in the Company's best interests, and the Company may have little or no ability to exercise influence over the operational decisions of its third-party operators. For the three months ended September 30, 2024, the Company's top four operators made up 40% of total oil and natural gas sales, with one operator comprising of more than 10% but less than 15%. For the nine months ended September 30, 2024, the Company's top four operators made up 39% of total oil and natural gas sales, with one operator comprising of more than 10% but less than 15%. For the three months ended September 30, 2023, the Company's top four operators made up 41% of total oil and natural gas sales, with two operators comprising of more than 10% but less than 15%. For the nine months ended September 30, 2023, the Company's top four operators made up 40% of total oil and natural gas sales, with three operators comprising of more than 10% but less than 15%.

The Company faces concentration risk due to the fact that substantially all of its oil and natural gas revenue is sourced from a limited number of geographic areas of operations. As a result, the Company is disproportionately exposed to risks that affect one or more of those areas in the basins in which the Company operates, particularly the Williston Basin and the Permian Basin.

The Company manages and controls market and counterparty credit risk. In the normal course of business, collateral is not required for financial instruments with credit risk. Financial instruments which potentially subject the Company to credit risk consist principally of cash balances and derivative financial instruments. The Company maintains cash and cash equivalents in bank deposit accounts which, at times, may exceed the federally insured limits. The Company has not experienced any significant losses from such investments. The Company attempts to limit the amount of credit exposure to any one financial institution or company. The Company believes the credit quality of its counterparties is generally high. In the normal course of business, letters of credit or parent guarantees may be required for counterparties which management perceives to have a higher credit risk.

### Net Income Per Common Share

Basic earnings per share ("EPS") are computed by dividing net income attributable to common stockholders (the numerator) by the weighted average number of common shares outstanding for the period (the denominator). Diluted EPS is computed by dividing net income attributable to common stockholders by the weighted average number of common shares and potential common shares outstanding (if dilutive) during each period. Potential common shares include shares issuable upon exercise of



stock warrants and vesting of restricted stock awards, and shares issuable upon conversion of the Convertible Notes (see Note 4). The number of potential common shares outstanding are calculated using the treasury stock or if-converted method.

In those reporting periods in which the Company has reported net income available to common stockholders, anti-dilutive shares generally are comprised of the restricted stock that has average unrecognized stock compensation expense greater than the average stock price. In those reporting periods in which the Company has a net loss, anti-dilutive shares are comprised of the impact of those number of shares that would have been dilutive had the Company had net income plus the number of common stock equivalents that would be anti-dilutive had the company had net income.

Restricted stock awards are excluded from the calculation of basic weighted average common shares outstanding until they vest. For restricted stock awards that vest based on achievement of performance and/or market conditions, the number of contingently issuable common shares included in diluted weighted-average common shares outstanding is based on the number of common shares, if any, that would be issuable under the terms of the arrangement if the performance and/or market conditions were met at the end of the reporting period, assuming the result would be dilutive.

The reconciliation of the denominators used to calculate basic EPS and diluted EPS for the three and nine months ended September 30, 2024 and 2023 are as follows:

<i>(In thousands, except share and per share data)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
Net Income	\$ 298,446	\$ 26,111	\$ 448,609	\$ 534,116
<b>Weighted Average Common Shares Outstanding:</b>				
Weighted Average Common Shares Outstanding – Basic	99,494,313	92,768,035	100,065,656	88,857,016
Plus: Dilutive Effect of Restricted Stock and Common Stock Warrants	1,114,845	539,429	1,096,297	446,141
Plus: Dilutive Effect of Convertible Notes	115,626	434,944	284,614	146,574
Weighted Average Common Shares Outstanding – Diluted	100,724,784	93,742,407	101,446,567	89,449,731
<b>Net Income per Common Share:</b>				
Basic	\$ 3.00	\$ 0.28	\$ 4.48	\$ 6.01
Diluted	\$ 2.96	\$ 0.28	\$ 4.42	\$ 5.97
<b>Shares Excluded from EPS Due to Anti-Dilutive Effect:</b>				
Restricted Stock	180	—	5,495	1,934

**Supplemental Cash Flow Information**

The following reflects the Company's supplemental cash flow information:

<i>(In thousands)</i>	Nine Months Ended September 30,	
	2024	2023
<b>Supplemental Cash Items:</b>		
Cash Paid During the Period for Interest, Net of Amount Capitalized	\$ 106,228	\$ 94,441
Cash Paid During the Period for Income Taxes	332	891
<b>Non-cash Investing Activities:</b>		
Capital Expenditures on Oil and Natural Gas Properties Included in Accounts Payable and Accrued Liabilities	232,620	281,451
Accrued Liabilities From Acquisitions of Oil and Natural Gas Properties	—	5,168
Capitalized Asset Retirement Obligations	5,295	4,019
Compensation Capitalized on Oil and Gas Properties	—	223
Issuance of Common Stock - Acquisition of Oil and Natural Gas Properties	3,737	—
<b>Non-cash Financing Activities:</b>		
Issuance of Common Stock in Exchange for Warrants	23,338	13,328
Common Stock Dividends Declared, But Not Paid	42,092	35,543
Repurchases of Common Stock - Excise Tax	693	—

**NOTE 3 CRUDE OIL AND NATURAL GAS PROPERTIES**

The Company follows the full cost method of accounting to account for its crude oil and natural gas operations, whereby all costs related to the exploration and development of crude oil and natural gas properties are capitalized into a single cost center (“full cost pool”). Such costs include land acquisition costs, geological and geophysical expenses, carrying charges on non-producing properties, costs of drilling directly related to acquisition, and exploration activities. Internal costs that are capitalized are directly attributable to acquisition, exploration and development activities and do not include costs related to production, general corporate overhead or similar activities. Costs associated with production and general corporate activities are expensed in the period incurred.

Under the full cost method of accounting, the Company is required to perform a ceiling test each quarter. The test determines a limit, or ceiling, on the book value of the Company’s oil and gas properties. Net capitalized costs are limited to the lower of unamortized cost net of deferred income taxes, or the cost center ceiling. The Company did not have any impairment of its oil and gas properties for the three and nine months ended September 30, 2024 and 2023. Average commodity prices have declined in recent months. If this downward trend continues, and/or if our proved reserves decrease significantly in future months, the present value of the Company’s future net revenues could decline significantly, which could trigger the need for the Company to record a non-cash ceiling test impairment of its oil and gas property costs in future periods.

The book value of the Company’s crude oil and natural gas properties consists of all acquisition costs (including cash expenditures and the value of stock consideration, as applicable), drilling costs and other associated capitalized costs. Acquisitions are accounted for as purchases and, accordingly, the results of operations are included in the accompanying condensed statements of operations from the closing date of the acquisition.

**2024 Acquisitions**

In addition to the closing of the Delaware Acquisition and the Point Acquisition (as defined below), during the three and nine months ended September 30, 2024, the Company acquired oil and natural gas properties through a number of smaller independent transactions for a total of \$11.1 million and \$26.0 million, respectively.

*Delaware Acquisition*

In January 2024, the Company completed its acquisition of certain oil and gas properties, interests and related assets in the Delaware Basin from a private seller, effective as of November 1, 2023 (the “Delaware Acquisition”).

The total consideration paid to the seller at closing included 107,657 shares of common stock and \$147.8 million in cash, a portion of which was funded by a \$17.1 million deposit paid at signing in November 2023.

The results of operations from the date of the Delaware Acquisition through September 30, 2024 represented approximately \$33.1 million of revenue and \$14.7 million of income from operations. The Company accounted for the Delaware Acquisition as a business combination. Accordingly, transaction costs of approximately \$0.6 million were included in general and administrative expense in the Company's condensed statements of operations. The following table reflects the fair values of the net assets and liabilities as of the closing date of the acquisition:

	<i>(In thousands)</i>	
<b>Fair value of net assets:</b>		
Proved oil and natural gas properties	\$	151,912
Total assets acquired		151,912
Asset retirement obligations		(380)
Net assets acquired	\$	151,531
<b>Fair value of consideration paid for net assets:</b>		
Cash consideration	\$	147,794
Non-cash consideration		3,737
Total fair value of consideration transferred	\$	151,531

#### *Point Acquisition*

In September 2024, the Company completed its acquisition of certain oil and gas properties located in the Delaware Basin, with an effective date of April 1, 2024 from Point Energy (the "Point Acquisition"). The total purchase price incurred by the Company was approximately \$200.6 million, consisting of (i) approximately \$197.8 million cash payment to the seller, inclusive of \$22.0 million acquisition deposit, net of certain customary purchase price adjustments, and (ii) approximately \$2.8 million transaction costs.

The Company accounted for the Point Acquisition as an asset acquisition, as substantially all of the fair value of the gross assets acquired were concentrated in a group of similar identifiable assets. Accordingly, the \$2.8 million transaction costs were capitalized to the full cost pool of the oil and gas properties acquired.

#### *XCL Acquisition*

Subsequent to September 30, 2024, in October 2024, the Company completed its acquisition of certain oil and gas properties in the Uinta Basin from XCL Resources, LLC and certain affiliated entities ("XCL"), effective as of May 1, 2024 (the "XCL Acquisition"). At closing, the Company acquired a 20% undivided working interest in the assets sold by XCL, with SM Energy Company, an unaffiliated third party, acquiring the other 80% and becoming the operator of the acquired assets.

The total purchase price incurred by the Company was approximately \$519.0 million, consisting of approximately \$511.3 million cash payment to the seller, net of certain customary purchase price adjustments, and approximately \$7.7 million transaction costs.

#### 2023 Acquisitions

During 2023, the Company completed the following larger bolt-on acquisitions (each as defined and described below): the MPDC Acquisition, the Forge Acquisition and the Novo Acquisition (collectively, the "2023 Bolt-on Acquisitions").

During 2023, in addition to the 2023 Bolt-on Acquisitions, during the three and nine months ended September 30, 2023, the Company acquired oil and natural gas properties through a number of smaller independent transactions for a total of \$113.6 million and \$172.0 million, respectively.

#### *MPDC Acquisition*

In January 2023, the Company completed its acquisition (the "MPDC Acquisition") of certain oil and gas properties, interests and related assets from Midland Petro D.C. Partners, LLC and Collegiate Midstream LLC (collectively, "MPDC"), effective as

of August 1, 2022. At closing, the Company acquired a 39.958% working interest in MPDC's four-unit development project in the Permian Midland Basin, which includes an interest in gathering assets associated with the project.

The total consideration at closing was \$319.9 million in cash. As a result of customary post-closing adjustments, the Company reduced its proved oil and natural gas properties and total consideration by \$8.2 million subsequent to closing.

The results of operations from the date of the MPDC Acquisition through December 31, 2023 represented approximately \$157.0 million of revenue and \$102.3 million of income from operations. The Company accounting for the MPDC Acquisition as a business combination. Accordingly, transaction costs of approximately \$3.5 million were included in general and administrative expense in the Company's condensed statements of operations. The following table reflects the fair values of the net assets and liabilities as of the closing date of the acquisition:

	<i>(In thousands)</i>	
<b>Fair value of net assets:</b>		
Proved oil and natural gas properties	\$	320,395
Total assets acquired		320,395
Asset retirement obligations		(451)
Net assets acquired	\$	319,944
<b>Fair value of consideration paid for net assets:</b>		
Cash consideration	\$	319,944
Total fair value of consideration transferred	\$	319,944

#### *Forge Acquisition*

In June 2023, the Company completed its acquisition (the "Forge Acquisition") of certain Permian Delaware Basin assets from Forge Energy II Delaware, LLC ("Forge"), effective as of March 1, 2023. At closing, the Company acquired a 30% undivided stake in the assets sold by Forge, with Vital Energy, Inc., an unaffiliated third party, acquiring the other 70% and becoming the operator of the acquired assets.

The total consideration at closing, net to the Company, was \$167.9 million in cash. As a result of customary post-closing adjustments, the Company reduced its proved oil and natural gas properties and total consideration by \$0.7 million subsequent to closing.

The results of operations from the date of the Forge Acquisition through December 31, 2023 represented approximately \$46.0 million of revenue and \$29.3 million of income from operations. The Company accounted for the Forge Acquisition as a business combination. Accordingly, transactions costs of approximately \$2.3 million were included in general and administrative expense in the Company's condensed statements of operations. The following table reflects the fair values of the net assets and liabilities as of the closing date of the acquisition:

	<i>(In thousands)</i>	
<b>Fair value of net assets:</b>		
Proved oil and natural gas properties	\$	164,925
Unproved oil and natural gas properties		3,892
Total assets acquired		168,817
Asset retirement obligations		(889)
Net assets acquired	\$	167,928
<b>Fair value of consideration paid for net assets:</b>		
Cash consideration	\$	167,928
Total fair value of consideration transferred	\$	167,928

*Novo Acquisition*

In August 2023, the Company completed its acquisition (the “Novo Acquisition”) of certain Permian Delaware Basin assets of Novo Oil & Gas Holdings, LLC (“Novo”), effective as of May 1, 2023. At closing, the Company acquired a 33.33% undivided stake in the assets sold by Novo to Earthstone Energy Holdings, LLC (“Earthstone”), an unaffiliated third party, with Earthstone retaining the other 66.67% and becoming operator of the acquired assets.

The total consideration at closing, net to the Company, was \$468.4 million in cash. As a result of customary post-closing adjustments, the Company reduced its proved oil and natural gas properties and total consideration by \$1.2 million subsequent to closing.

The results of operations from the date of the Novo Acquisition through December 31, 2023 represented approximately \$78.5 million of revenue and \$40.9 million of income from operations. The Company accounted for the Novo Acquisition as a business combination. Accordingly, transaction costs of approximately \$4.6 million were included in general and administrative expense in the Company’s condensed statements of operations. The following table reflects the fair values of the net assets and liabilities as of the closing date of the acquisition:

	<i>(In thousands)</i>	
<b>Fair value of net assets:</b>		
Proved oil and natural gas properties	\$	474,417
Total assets acquired		474,417
Asset retirement obligations		(813)
Accrued Liabilities		(5,168)
Net assets acquired	\$	468,436
<b>Fair value of consideration paid for net assets:</b>		
Cash consideration	\$	468,436
Total fair value of consideration transferred	\$	468,436

Pro Forma Information

The following summarized unaudited pro forma condensed statement of operations information for the three and nine months ended September 30, 2024 and 2023, provides summarized information for the acquisitions accounted for as business combinations. The information provided assumes that the acquisitions accounted for as business combinations occurred as of January 1, 2023. There is no pro forma information included for the three months ended September 30, 2024, because the Company’s actual financial results for such period fully reflect all such acquisitions. The Company prepared the following summarized unaudited pro forma financial results for comparative purposes only. The summarized unaudited pro forma information may not be indicative of the results that would have occurred had the Company completed the acquisitions as of January 1, 2023, or that would be attained in the future.

<i>(In thousands)</i>	<b>Nine Months Ended September 30, 2024</b>		<b>Three Months Ended September 30, 2023</b>		<b>Nine Months Ended September 30, 2023</b>	
Total Revenues	\$	1,713,702	\$	361,493	\$	1,711,730
Net Income		450,283		91,620		803,355

Unproved Properties

All properties that are not classified as proved properties are considered unproved properties and, thus, the costs associated with such properties are not subject to depletion until the properties are evaluated for reserves. Once a property is evaluated, all associated acreage and drilling costs are subject to depletion.

The Company historically has acquired unproved properties by purchasing individual or small groups of leases directly from mineral owners, landmen, or lease brokers, which leases historically have not been subject to specified drilling projects, and by purchasing lease packages in identified project areas controlled by specific operators. The Company generally participates in

drilling activities on a heads up basis by electing whether to participate in each well on a well-by-well basis at the time wells are proposed for drilling.

The Company believes that the majority of its unproved property will be evaluated, and thus the related costs will become subject to depletion within the next five years. The timing by which all unproved properties will become subject to depletion will be dependent upon the timing of future drilling activities and delineation of its reserves.

Capitalized costs associated with evaluated leasehold costs, which includes leases that have expired or have been deemed uneconomic, and capitalized costs related to properties having proved reserves, plus the estimated future development costs and asset retirement costs, are depleted and amortized using the unit-of-production method. Under this method, depletion is calculated at the end of each period by multiplying total production for the period by a depletion rate. The depletion rate is determined by dividing the total unamortized cost base plus future development costs by net equivalent proved reserves at the beginning of the period. The costs of unproved properties are withheld from the depletion base until such time that they are evaluated.

When unproved properties are evaluated, their cost is added to costs subject to depletion and full cost ceiling calculations. For the three months ended September 30, 2024 and 2023, unproved properties of \$1.6 million and \$1.4 million, respectively, were transferred to evaluated leasehold costs, due to lease expirations. For the nine months ended September 30, 2024 and 2023, unproved properties of \$3.3 million and \$4.1 million, respectively were transferred to evaluated leasehold costs due to lease expirations.

#### NOTE 4 LONG-TERM DEBT

The Company's long-term debt consists of the following:

<i>(In thousands)</i>	<b>September 30, 2024</b>			
	<b>Principal Balance</b>	<b>Unamortized Premium/(Discount)</b>	<b>Debt Issuance Costs, Net</b>	<b>Long-term Debt, Net</b>
Revolving Credit Facility <sup>(1)</sup>	\$ 275,000	\$ —	\$ —	\$ 275,000
Senior Notes due 2028	705,108	6,856	(7,667)	704,297
Convertible Notes due 2029	500,000	—	(12,393)	487,607
Senior Notes due 2031	500,000	(5,936)	(7,869)	486,195
Total	<u>\$ 1,980,108</u>	<u>\$ 920</u>	<u>\$ (27,929)</u>	<u>\$ 1,953,099</u>

  

	<b>December 31, 2023</b>			
	<b>Principal Balance</b>	<b>Unamortized Premium/(Discount)</b>	<b>Debt Issuance Costs, Net</b>	<b>Long-term Debt, Net</b>
Revolving Credit Facility <sup>(1)</sup>	\$ 161,000	\$ —	\$ —	\$ 161,000
Senior Notes due 2028	705,108	8,376	(9,366)	704,117
Convertible Notes due 2029	500,000	—	(14,214)	485,786
Senior Notes due 2031	500,000	(6,600)	(8,749)	484,651
Total	<u>\$ 1,866,108</u>	<u>\$ 1,776</u>	<u>\$ (32,330)</u>	<u>\$ 1,835,554</u>

(1) Debt issuance costs related to the Company's Revolving Credit Facility of \$9.9 million and \$10.6 million as of September 30, 2024 and December 31, 2023, are recorded in "Other Noncurrent Assets, Net" in the balance sheets.

#### Revolving Credit Facility

On June 7, 2022, the Company entered into a Third Amended and Restated Credit Agreement (as amended, modified, or supplemented through the date of this filing, the "Revolving Credit Facility") with Wells Fargo Bank, National Association, as administrative agent and collateral agent ("Agent"), and the lenders from time to time party thereto, which amended and restated the Company's prior revolving credit facility that was entered into on November 22, 2019. The Revolving Credit Facility is scheduled to mature on June 7, 2027.

The Revolving Credit Facility is comprised of revolving loans and letters of credit and is subject to a borrowing base with maximum loan value to be assigned to the proved reserves attributable to the Company and its subsidiaries' (if any) oil and gas properties. As of September 30, 2024, the borrowing base was \$1.8 billion and the aggregate elected commitment amount was \$1.5 billion. The Company's borrowing availability under the Revolving Credit Facility is set at the lesser of the borrowing base and the elected commitment amount. The borrowing base will be redetermined semiannually on or around April 1 and October 1, with one interim "wildcard" redetermination available to each of the Company and the Agent (acting at the direction of the lenders holding at least two-thirds of commitments and loans outstanding under the Revolving Credit Facility) between scheduled redeterminations. Upon an acquisition of oil and gas properties with an aggregate value exceeding 5% of the borrowing base, the Company may request an additional redetermination. The scheduled redeterminations are based on a December 31 or June 30 reserve report, as applicable, prepared under the supervision of the Company's chief engineer and, in the case of the December 31 reserve report, audited by an approved petroleum engineer (reasonably acceptable to the Agent). The Company has the option to seek commitments for term loans, which such term loans (if obtained) are capped at the least of (i) the borrowing base minus the aggregate elected commitment amount minus the then-outstanding principal amount of term loans, (ii) the aggregate elected commitment amount minus the then-outstanding principal amount of term loans and (iii) \$500.0 million. Such term loans are subject to certain other terms of the Revolving Credit Facility.

At the Company's option, borrowings under the Revolving Credit Facility shall bear interest at the base rate or SOFR plus an applicable margin. Base rate loans bear interest at a rate per annum equal to the greatest of: (i) the Agent bank's prime rate; (ii) the federal funds effective rate plus 50 basis points; and (iii) the adjusted SOFR rate for a one-month interest period plus 100 basis points. The applicable margin for base rate loans ranges from 125 to 225 basis points, and the applicable margin for SOFR loans ranges from 225 to 325 basis points, in each case depending on the percentage of the borrowing base utilized.

The Revolving Credit Facility contains negative covenants that limit the Company's ability, among other things, to pay dividends, incur additional indebtedness, sell assets, enter into certain derivatives contracts, change the nature of its business or operations, merge, consolidate, or make certain types of investments. In addition, the Revolving Credit Facility requires that the Company comply with the following financial covenants: (i) as of the date of determination, the ratio of total net debt to EBITDAX (as defined in the Revolving Credit Facility) shall be no more than 3.50 to 1.00, measured on a rolling four quarter basis, and (ii) the current ratio (defined as consolidated current assets including unused amounts of the total commitments, but excluding non-cash assets under FASB Accounting Standards Codification ("ASC") Topic 815, Derivatives and Hedging ("ASC 815"), divided by consolidated current liabilities excluding current non-cash obligations under ASC 815, current maturities under the Revolving Credit Facility and current maturities of any long-term debt) shall not be less than 1.00 to 1.00. The Company is in compliance with these financial covenants as of September 30, 2024.

The Company's obligations under the Revolving Credit Facility may be accelerated, subject to customary grace and cure periods, upon the occurrence of certain Events of Default (as defined in the Revolving Credit Facility). Such Events of Default include customary events for a financing agreement of this type, including, without limitation, payment defaults, the inaccuracy of representations and warranties, defaults in the performance of affirmative or negative covenants, defaults on other indebtedness of the Company or its subsidiaries, defaults related to judgments and the occurrence of a Change in Control (as defined in the Revolving Credit Facility).

The Company's obligations under the Revolving Credit Facility are secured by mortgages on not less than 90% of the value of proven reserves associated with the oil and gas properties included in the determination of the borrowing base. Additionally, the Company entered into a Guaranty and Collateral Agreement in favor of the Agent for the secured parties, pursuant to which the Company's obligations under the Revolving Credit Facility are secured by a first priority security interest in substantially all of the Company's assets.

#### Senior Notes due 2028

On February 18, 2021, the Company and Wilmington Trust, National Association, as trustee, entered into an indenture (the "2028 Notes Indenture"), pursuant to which the Company issued \$550.0 million in aggregate principal amount of 8.125% senior notes due 2028 (the "Original 2028 Notes"). On November 15, 2021, the Company issued an additional \$200.0 million aggregate principal amount of 8.125% senior notes due 2028 (the "Additional 2028 Notes" and, together with the Original 2028 Notes, the "Senior Notes due 2028"). The proceeds of the Senior Notes due 2028 were used primarily to refinance existing indebtedness, and for general corporate purposes.

During the nine months ended September 30, 2023, the Company repurchased and retired \$19.1 million in aggregate principal amount of the Senior Notes due 2028 in open market transactions for a total of \$18.4 million in cash, plus accrued interest.

The Senior Notes due 2028 will mature on March 1, 2028. Interest is payable semi-annually in arrears on each March 1 and September 1 to holders of record on the February 15 and August 15 immediately preceding the related interest payment date, at a rate of 8.125% per annum. The Company may redeem all or a part of the Senior Notes due 2028 at redemption prices (expressed as percentages of principal amount) equal to 104.063% through February 28, 2025, 102.031% for the twelve-month period beginning on March 1, 2025, and 100% beginning on March 1, 2026, plus accrued and unpaid interest to the redemption date.

If a Change of Control Triggering Event (as defined in the 2028 Notes Indenture) occurs, each holder of Senior Notes due 2028 may require the Company to repurchase all or any part of that holder's the Senior Notes due 2028 for cash at a price equal to 101% of the aggregate principal amount of the Senior Notes due 2028 repurchased, plus any accrued and unpaid interest on the Senior Notes due 2028 repurchased to, but excluding, the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date on or prior to the date of purchase).

The 2028 Notes Indenture contains covenants that, among other things, limit the Company's ability and the ability of its restricted subsidiaries, if any, to: (i) incur or guarantee additional indebtedness or issue certain types of preferred stock; (ii) pay dividends or distributions in respect of equity interests or redeem, repurchase or retire equity securities or subordinated indebtedness; (iii) transfer or sell certain assets; (iv) make investments; (v) create liens to secure indebtedness; (vi) enter into agreements that restrict dividends or other payments from any non-guarantor subsidiary to the Company; (vii) consolidate with or merge with or into, or sell substantially all of the Company's assets to, another person; (viii) enter into transactions with affiliates; and (ix) create unrestricted subsidiaries. These covenants are subject to a number of important exceptions and qualifications, and many of these covenants will be terminated if the Senior Notes due 2028 achieve an investment grade rating from either Moody's Investors Services, Inc. or S&P Global Ratings.

The 2028 Notes Indenture contains customary events of default, including, but not limited to: (i) default for 30 days in the payment when due of interest on the Senior Notes due 2028; (ii) default in payment when due of the principal of, or premium, if any, on the Senior Notes due 2028; (iii) failure by the Company or certain of its subsidiaries, if any, to comply with certain of their respective obligations, covenants or agreements contained in the Senior Notes due 2028 or the 2028 Notes Indenture, subject to certain notice and grace periods; (iv) failure by the Company or any of its restricted subsidiaries to pay indebtedness within any applicable grace period or the acceleration of any such indebtedness if the total amount of such indebtedness exceeds \$35.0 million; (v) failure by the Company or any of its restricted subsidiaries that is a Significant Subsidiary (as defined in the 2028 Notes Indenture) to pay final non-appealable judgments aggregating in excess of \$35.0 million, which judgments are not paid, discharged or stayed for a period of 60 days; (vi) except as permitted by the 2028 Notes Indenture, any guarantee of the Senior Notes due 2028 is held in any judicial proceeding to be unenforceable or invalid, or ceases for any reason to be in full force and effect, or is denied or disaffirmed by a Guarantor (as defined in the 2028 Notes Indenture); and (vii) certain events of bankruptcy or insolvency described in the 2028 Notes Indenture with respect to the Company and its restricted subsidiaries that are Significant Subsidiaries.

#### Convertible Notes due 2029

On October 14, 2022, the Company and Wilmington Trust, National Association, as trustee, entered into an indenture (the "Convertible Notes Indenture"), pursuant to which the Company issued \$500.0 million in aggregate principal amount of 3.625% convertible senior notes due 2029 (the "Convertible Notes"). The proceeds of the Convertible Notes were used to refinance existing indebtedness and for other general corporate purposes. The Convertible Notes mature on April 15, 2029, unless earlier repurchased, redeemed or converted. The Convertible Notes accrue interest at a rate of 3.625% per annum, payable semi-annually in arrears on April 15 and October 15 of each year.

Before October 16, 2028, noteholders have the right to convert their Convertible Notes only upon the occurrence of certain events. From and after October 16, 2028, noteholders may convert their Convertible Notes at any time at their election until the close of business on the second scheduled trading day immediately before the maturity date. The Company will have the right to elect to settle conversions either entirely in cash or in a combination of cash and shares of its common stock. However, upon conversion of any Convertible Notes, the conversion value, which will be determined over a period of 40 trading days, will be paid in cash up to at least the principal amount of the Convertible Notes being converted. The initial conversion rate was 26.3104 shares of common stock per \$1,000 principal amount of Convertible Notes, which represented an initial conversion price of approximately \$38.01 per share of common stock. The conversion rate and conversion price are subject to customary anti-dilution and other adjustments upon the occurrence of certain events. As of September 30, 2024, the conversion rate was 26.7584 shares of common stock per \$1,000 principal amount of Convertible Notes, which represented a conversion price of approximately \$37.37 per share of common stock. In addition, if certain corporate events that constitute a "Make-Whole Fundamental Change" (as defined in the Convertible Notes Indenture) occur, then the conversion rate will, in certain circumstances, be increased for a specified period of time.



The Convertible Notes are redeemable, in whole or in part (subject to certain limitations), at the Company's option at any time, and from time to time, on or after April 15, 2026 and on or before the 40th scheduled trading day immediately before the maturity date, at a cash redemption price equal to the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date, but only if the last reported sale price per share of the Company's common stock exceeds 130% of the conversion price on (i) each of at least 20 trading days, whether or not consecutive, during the 30 consecutive trading days ending on, and including, the trading day immediately before the date the Company sends the related redemption notice; and (ii) the trading day immediately before the date the Company sends such notice. In addition, calling any Convertible Note for redemption will constitute a Make-Whole Fundamental Change with respect to that Convertible Note, in which case the conversion rate applicable to the conversion of that Convertible Note will be increased in certain circumstances if it is converted after it is called for redemption.

If certain corporate events that constitute a "Fundamental Change" (as defined in the Convertible Notes Indenture) occur, then, subject to a limited exception for certain cash mergers, noteholders may require the Company to repurchase their Convertible Notes at a cash repurchase price equal to the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest, if any, to, but excluding, the fundamental change repurchase date. The definition of Fundamental Change includes certain business combination transactions involving the Company and certain de-listing events with respect to the Company's common stock.

The Convertible Notes have customary provisions relating to the occurrence of "Events of Default" (as defined in the Convertible Notes Indenture), which include the following: (i) certain payment defaults on the Convertible Notes (which, in the case of a default in the payment of interest on the Convertible Notes, will be subject to a 30-day cure period); (ii) the Company's failure to send certain notices under the Convertible Notes Indenture within specified periods of time; (iii) the Company's failure to comply with certain covenants in the Convertible Notes Indenture relating to the Company's ability to consolidate with or merge with or into, or sell, lease or otherwise transfer, in one transaction or a series of transactions, all or substantially all of the assets of the Company and any subsidiaries that the Company may form or acquire in the future, taken as a whole, to another person; (iv) a default by the Company in certain of its other obligations or agreements under the Convertible Notes Indenture or the Convertible Notes if such default is not cured or waived within 60 days after notice is given in accordance with the Convertible Notes Indenture; (v) certain defaults by the Company or any subsidiaries that the Company may form or acquire in the future with respect to indebtedness for borrowed money of at least \$50.0 million; (vi) the rendering of certain judgments against the Company or any of its subsidiaries for the payment of at least \$50.0 million, where such judgments are not paid, discharged or stayed within 60 days after the date on which the right to appeal has expired or on which all rights to appeal have been extinguished; and (vii) certain events of bankruptcy, insolvency and reorganization involving the Company or any of the Company's significant subsidiaries that the Company may form or acquire in the future.

If an Event of Default involving bankruptcy, insolvency or reorganization events with respect to the Company (and not solely with respect to any significant subsidiary that the Company may form or acquire in the future) occurs, then the principal amount of, and all accrued and unpaid interest on, all of the Convertible Notes then outstanding will immediately become due and payable without any further action or notice by any person. If any other Event of Default occurs and is continuing, then, the Trustee (as defined in the Convertible Notes Indenture), by notice to the Company, or noteholders of at least 25% of the aggregate principal amount of Convertible Notes then outstanding, by notice to the Company and the Trustee, may declare the principal amount of, and all accrued and unpaid interest on, all of the Convertible Notes then outstanding to become due and payable immediately. However, notwithstanding the foregoing, the Company may elect, at its option, that the sole remedy for an Event of Default relating to certain failures by the Company to comply with certain reporting covenants in the Convertible Notes Indenture consists exclusively of the right of the noteholders to receive special interest on the Convertible Notes for up to 365 days at a specified rate per annum not exceeding 0.25% on the principal amount of the Convertible Notes for the first 180 days and, thereafter, at a specified rate per annum not exceeding 0.50% on the principal amount of the Convertible Notes.

#### *Capped Call Transactions*

In October 2022, in connection with the Convertible Notes offering described above, the Company entered into privately negotiated capped call transactions (the "Capped Call Transactions") with certain of the initial purchasers of the Convertible Notes and/or their respective affiliates and/or other financial institutions. The Company paid \$36.1 million in total consideration to enter into the Capped Call Transactions. The Capped Call Transactions cover, subject to anti-dilution adjustments substantially similar to those applicable to the conversion rate of the Convertible Notes, the number of shares of common stock initially underlying the Convertible Notes. The Capped Call Transactions are expected generally to reduce potential dilution to the common stock upon any conversion of Convertible Notes and/or offset any potential cash payments the Company is required to make in excess of the principal amount of such converted Convertible Notes, as the case may be, with such reduction and/or offset subject to a cap. The cap price of the Capped Call Transactions was initially approximately \$52.17 per share of common stock, which represents a premium of 75% over the last reported sale price of the common stock of \$29.81 per

share on October 11, 2022, and is subject to certain customary adjustments under the terms of the Capped Call Transactions. As of September 30, 2024, the cap price of the Capped Call Transactions was approximately \$51.29 per share of common stock.

#### Senior Notes due 2031

On May 15, 2023, the Company and Wilmington Trust, National Association, as trustee, entered into an indenture (the “2031 Notes Indenture”), pursuant to which the Company issued \$500.0 million in aggregate principal amount of the Company’s 8.750% senior notes due 2031 (the “Senior Notes due 2031”). The proceeds of the Senior Notes due 2031 were used primarily to refinance existing indebtedness, and for general corporate purposes.

The Senior Notes due 2031 will mature on June 15, 2031. Interest is payable semi-annually in arrears on each June 15 and December 15, to holders of record on the June 1 and December 1 immediately preceding the related interest payment date, at a rate of 8.750% per annum. Prior to June 15, 2026, the Company may redeem up to 35% of the aggregate principal amount of Senior Notes due 2031, upon not less than 10 or more than 60 days’ notice, at a redemption price of 108.750% of the principal amount of the Senior Notes due 2031 redeemed, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date), in an amount not greater than the net cash proceeds of one or more equity offerings by the Company, provided that (i) at least 65% of the aggregate principal amount of Senior Notes due 2031 issued under the 2031 Notes Indenture (including any Additional Notes (as defined in the 2031 Notes Indenture) but excluding the Senior Notes due 2031 held by the Company and its Subsidiaries (as defined in the 2031 Notes Indenture)) remains outstanding immediately after the occurrence of such redemption (unless all Senior Notes due 2031 are redeemed substantially concurrently) and (ii) the redemption occurs within 180 days of the date of the closing of each such equity offering. In addition, prior to June 15, 2026, the Company may redeem all or a part of the Senior Notes due 2031, on any one or more occasions, upon not less than 10 or more than 60 days’ notice, at a redemption price equal to 100% of the principal amount of the Senior Notes due 2031 redeemed, plus an applicable make-whole premium and accrued and unpaid interest, if any, to, but excluding, the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on an interest payment date that is on or prior to the redemption date).

On or after June 15, 2026, the Company may redeem all or a part of the Senior Notes due 2031 at redemption prices (expressed as percentages of principal amount) equal to 104.375% for the twelve-month period beginning on June 15, 2026, 102.188% for the twelve-month period beginning on June 15, 2027, and 100% beginning on June 15, 2028, plus accrued and unpaid interest to the redemption date.

If a Change of Control Triggering Event (as defined in the 2031 Notes Indenture) occurs, each holder of Senior Notes due 2031 may require the Company to repurchase all or any part of that holder’s Senior Notes due 2031 for cash at a price equal to 101% of the aggregate principal amount of the Senior Notes due 2031 repurchased, plus any accrued and unpaid interest on the Senior Notes due 2031 repurchased to, but excluding, the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date on or prior to the date of purchase).

The 2031 Notes Indenture contains covenants that, among other things, limit the Company’s ability and the ability of its restricted subsidiaries, if any, to: (i) incur or guarantee additional indebtedness or issue certain types of preferred stock; (ii) pay dividends or distributions in respect of equity interests or redeem, repurchase or retire equity securities or subordinated indebtedness; (iii) transfer or sell certain assets; (iv) make investments; (v) create liens to secure indebtedness; (vi) enter into agreements that restrict dividends or other payments from any non-guarantor subsidiary to the Company; (vii) consolidate with or merge with or into, or sell substantially all of the Company’s assets to, another person; (viii) enter into transactions with affiliates; and (ix) create unrestricted subsidiaries. These covenants are subject to a number of important exceptions and qualifications, and many of these covenants will be terminated if the Senior Notes due 2031 achieve an investment grade rating from either Moody’s Investors Service, Inc. or S&P Global Ratings.

The 2031 Notes Indenture contains customary events of default, including, but not limited to: (i) default for 30 days in the payment when due of interest on the Senior Notes due 2031; (ii) default in payment when due of the principal of, or premium, if any, on the Senior Notes due 2031; (iii) failure by the Company or certain of its subsidiaries, if any, to comply with certain of their respective obligations, covenants or agreements contained in the Senior Notes due 2031 or the 2031 Notes Indenture, subject to certain notice and grace periods; (iv) failure by the Company or any of its restricted subsidiaries to pay indebtedness within any applicable grace period or the acceleration of any such indebtedness if the total amount of such indebtedness exceeds \$35.0 million; (v) failure by the Company or any of its restricted subsidiaries that is a Significant Subsidiary (as defined in the 2031 Notes Indenture) to pay final non-appealable judgments aggregating in excess of \$35.0 million, which judgments are not

paid, discharged or stayed for a period of 60 days; (vi) except as permitted by the 2031 Notes Indenture, any guarantee of the Senior Notes due 2031 is held in any judicial proceeding to be unenforceable or invalid, or ceases for any reason to be in full force and effect, or is denied or disaffirmed by a Guarantor (as defined in the 2031 Notes Indenture); and (vii) certain events of bankruptcy or insolvency described in the 2031 Notes Indenture with respect to the Company and its restricted subsidiaries that are Significant Subsidiaries.

## **NOTE 5 COMMON AND PREFERRED STOCK**

### Common Stock

On May 23, 2024, the Company filed an amendment to its certificate of incorporation, which was effective upon filing, to increase the number of authorized shares of common stock, par value 0.001 per share, from 135,000,000 to 270,000,000, as approved by the Company's stockholders at the 2024 Annual Meeting of Stockholders on May 23, 2024. As of September 30, 2024, the Company had 99,825,164 shares of common stock issued and outstanding.

### Preferred Stock

The Company is authorized to issue up to 5,000,000 shares of preferred stock, par value \$0.001 per share, with such designations, voting and other rights and preferences as may be determined from time to time by the Company's board of directors. As of September 30, 2024, the Company had zero shares of preferred stock issued and outstanding.

### 2024 Activity

#### *Common Stock*

During the nine months ended September 30, 2024, 71,548 shares of common stock were surrendered by certain employees of the Company to cover tax obligations in connection with their restricted stock awards. The total value of these shares surrendered, based on the market prices on the dates the shares were surrendered, was approximately \$2.7 million.

During the nine months ended September 30, 2024, the Company issued 656,297 shares of common stock in exchange for the surrender and cancellation of outstanding warrants to purchase common stock, which immediately prior to their cancellation were exercisable for an aggregate of approximately 1,223,963 shares of common stock at an exercise price of \$26.33 per share.

During the nine months ended September 30, 2024, the Company issued 107,657 shares of its common stock as partial consideration for the Delaware Acquisition (see Note 3).

#### *Dividends*

In February 2024, the Company's board of directors declared a cash dividend on the Company's common stock in the amount of \$0.40 per share. The dividend was paid on April 30, 2024 to stockholders of record as of the close of business on March 28, 2024.

In May 2024, the Company's board of directors declared a cash dividend on the Company's common stock in the amount of \$0.40 per share. The dividend was paid on July 31, 2024 to stockholders of record as of the close of business on June 27, 2024.

In August 2024, the Company's board of directors declared a cash dividend on the Company's common stock in the amount of \$0.42 per share. The dividend was paid on October 31, 2024 to stockholders of record as of the close of business on September 27, 2024.

### Stock Repurchase Program

In May 2022, the Company's board of directors approved a stock repurchase program to acquire up to \$150.0 million of the Company's outstanding common stock. In July 2024, the Company's board of directors terminated the prior stock repurchase program, which was substantially depleted, and approved a new stock repurchase program to acquire up to \$150.0 million of the Company's outstanding common stock. The stock repurchase program allows the Company to repurchase its shares from time to time in the open market, block transactions and in negotiated transactions.

During the nine months ended September 30, 2024, the Company repurchased 1,841,733 shares of its common stock for \$70.0 million (including commissions and \$0.7 million in excise tax) under the Company's stock repurchase program. During the nine months ended September 30, 2023, the Company repurchased 287,751 shares of its common stock under the Company's stock repurchase program at a total cost of \$8.0 million.

The Company's accounting policy upon the repurchase of shares is to deduct its par value from common stock and to reflect any excess of cost over par value as a deduction from Additional Paid-in Capital. All repurchased shares are included in the Company's pool of authorized but unissued shares.

## **NOTE 6 STOCK-BASED COMPENSATION AND WARRANTS**

### Stock-Based Compensation

The Company maintains the Amended and Restated 2018 Equity Incentive Plan (the "2018 Plan") for the purpose of making equity-based awards to employees, directors and other eligible persons. As of September 30, 2024, there were 2,791,373 shares available for future awards or settlement of awards under the 2018 Plan.

The Company recognizes the fair value of stock-based compensation awards expected to vest over the requisite service period as a charge against earnings, net of amounts capitalized. The Company's stock-based compensation awards are accounted for as equity instruments and are included in the "General and administrative expenses" line item in the unaudited condensed statements of operations. The Company capitalizes a portion of stock-based compensation for employees who are directly involved in the acquisition of oil and natural gas properties into the full cost pool. Capitalized stock-based compensation is included in the "Oil and natural gas properties" line item in the unaudited condensed balance sheets.

Issuances made pursuant to the 2018 Plan are summarized as follows:

The Company issues share-based awards in the form of restricted stock awards ("RSAs"), restricted stock units ("RSUs") and share appreciation awards ("SARs"), subject to various vesting conditions, as compensation to executive officers, employees and directors of the Company. Typically, RSAs issued to employees and executive officers contain a service condition only and generally vest over three or four years. Typically, RSUs and SARs contain both a service and market condition. Market conditions can be the Company's absolute total shareholder return ("TSR"), the Company's TSR ranking among its peer companies or the Company's market capitalization growth measured over a defined performance period. Grantees' continued employment through the end of the performance period is required for such RSUs and SARs to vest. RSAs issued to directors generally vest either immediately or over one year, subject to continued service and provided that any performance and/or market conditions are also met.

For awards subject to service and/or performance vesting conditions, the grant date fair value is established based on the closing price of the Company's common stock on such date. Stock-based compensation expense for awards subject to only service conditions is recognized on a straight-line basis over the service period. Stock-based compensation expense for awards subject to both service and performance conditions are recognized on a graded basis if it is probable that the performance condition will be achieved. The Company accounts for forfeitures of awards granted under these plans as they occur in determining stock-based compensation expense.

For awards subject to a market condition, the grant date fair value is estimated using a Monte Carlo valuation model. The Company recognizes stock-based compensation expense for awards subject to market-based vesting conditions regardless of whether the market conditions are achieved or not, and stock-based compensation expense for any such awards is reversed only when the implied service requirement is not met. The Monte Carlo model is based on random projections of stock price paths and must be repeated numerous times to achieve a probabilistic assessment. Expected volatility is calculated based on the historical volatility and implied volatility of the Company's common stock, and the risk-free interest rate is based on U.S. Treasury yield curve rates with maturities consistent with the three-year vesting period.

### Service-Based RSAs

The following table reflects the outstanding service-based RSAs and activity related thereto for the nine months ended September 30, 2024:

	Service-based Awards	
	Number of Shares	Weighted-average Grant Date Fair Value
Outstanding at December 31, 2023	497,722	\$ 27.45
Shares granted	213,767	36.09
Shares forfeited	(424)	35.41
Shares vested	(192,993)	24.19
Outstanding at September 30, 2024	518,072	\$ 35.56

At September 30, 2024, there was \$13.5 million of total unrecognized compensation expense related to unvested RSAs. That cost is expected to be recognized over a weighted average period of 1.41 years. For the nine months ended September 30, 2024 and 2023, the total fair value of the Company's RSAs that vested was \$5.8 million and \$6.2 million, respectively. For the nine months ended September 30, 2024, the compensation expenses associated with these awards were \$5.5 million.

In April 2022, the Company granted performance equity awards under its 2022 executive compensation program to certain executive officers. The awards were subject to a market condition and, in January 2023, the market condition was met. Accordingly, the Company issued 74,220 restricted shares of common stock in settlement of these awards, with service-based vesting over three years. The shares are included in the above table.

### Performance Equity Awards

The following table reflects the outstanding RSUs that are subject to market conditions linked to TSR ("TSR Awards") and activity related thereto for the nine months ended September 30, 2024:

	TSR Awards	
	Number of Units	Weighted-average Grant Date Fair Value
Outstanding at December 31, 2023	83,710	\$ 44.49
Units granted	204,280	36.57
Units forfeited	—	—
Units vested	—	—
Outstanding at September 30, 2024	287,990	\$ 38.87

For the nine months ended September 30, 2024, the compensation expenses associated with these awards were \$1.7 million. As of September 30, 2024, the unrecognized compensation expenses for these awards were \$9.5 million, which will be amortized over the remaining performance period.

In December 2023, the Company also granted performance equity awards, in the form of SARs. The final payout (if any) will be a dollar amount, which may be settled in cash, shares or a combination of both at the Company's option. The Company plans to settle the SARs Awards that were granted in 2023 with shares. For the nine months ended September 30, 2024, the compensation expenses associated with these awards were \$1.1 million. As of September 30, 2024, the unrecognized compensation expenses for these awards were \$4.8 million, which will be amortized over the remaining performance period.

The Company used Monte Carlo simulation models, described above, to estimate (i) the fair value of the TSR Awards that were granted in 2023 and 2024 based on the expected outcome of the Company's absolute TSR as well as TSR relative to the defined peer group and (ii) the fair value of the SARs Awards that were granted in 2023 based on the expected outcome of the Company's market capitalization appreciation rate. The Company used the following key assumptions in its Monte Carlo simulation models: (i) risk-free rates ranging from 1.7% to 4.2%, (ii) dividend yield ranging from nil to 4.3%, and (iii) expected volatility ranging from 56.4% to 72.3%.

Warrants

In January 2022, as partial consideration for the purchase of certain oil and gas properties, the Company issued warrants to purchase 1,939,998 shares of the Company's common stock at an exercise price equal to \$28.30 per share (subject to certain anti-dilution adjustments) (the "Warrants").

In March 2023, the Company issued 403,780 shares of common stock in exchange for the surrender and cancellation of a portion of the Warrants. Immediately prior to their cancellation, such Warrants that were surrendered were exercisable for an aggregate of approximately 824,602 shares of common stock at an exercise price of \$27.4946 per share. Neither the Company nor the holders paid any cash consideration in the transaction.

In March 2024, the Company issued 656,297 shares of common stock in exchange for the surrender and cancellation of all of the remaining Warrants. Immediately prior to their cancellation, such Warrants that were surrendered were exercisable for an aggregate of approximately 1,223,963 shares of common stock at an exercise price of \$26.3324 per share. Neither the Company nor the holders paid any cash consideration in the transaction.

The following table reflects the outstanding warrants and activity related thereto for the nine months ended September 30, 2024:

	Warrants	
	Number of Warrants	Weighted-average Exercise Price
Outstanding at December 31, 2023	1,223,963	\$ 26.33
Issued	—	—
Anti-Dilution Adjustments for Common Stock Dividends	—	—
Exercised	—	—
Cancelled	(1,223,963)	26.33
Expired	—	—
Outstanding at September 30, 2024	—	\$ —

**NOTE 7 COMMITMENTS & CONTINGENCIES**Litigation

The Company is engaged in various proceedings incidental to the normal course of business. Due to their nature, such legal proceedings involve inherent uncertainties, including but not limited to court rulings, negotiations between affected parties and governmental intervention. Based upon the information available to the Company and discussions with legal counsel, it is the Company's opinion that the outcome of the various legal actions and claims that are incidental to its business will not have a material impact on the Company's financial position, results of operations or cash flows. Such matters, however, are subject to many uncertainties, and the outcome of any matter is not predictable with assurance.

**NOTE 8 INCOME TAXES**

Income tax expense during interim periods is based on applying an estimated annual effective income tax rate to year-to-date income, plus any significant unusual or infrequently occurring items which are recorded in the interim period. The provision for income taxes for the three and nine months ended September 30, 2024 and 2023 differs from the amount that would be provided by applying the statutory U.S. federal income tax rate of 21% to pre-tax income primarily due to the non-deductibility of permanent items, state income taxes, and discrete items during the three and nine months ended September 30, 2024, and the release of our valuation allowance on deferred tax assets during the three and nine months ended September 30, 2023, respectively.

In assessing the realizability of deferred tax assets ("DTAs"), management considers whether it is more likely than not that some portion, or all, of the Company's DTAs will not be realized. In making such determination, the Company considers all available positive and negative evidence, including (i) its earnings history, (ii) its ability to recover net operating loss carry-

forwards, (iii) the projected future income and results of operations, and (iv) its ability to use tax planning strategies. If the Company concludes that it is more likely than not that some portion, or all, of its DTAs will not be realized, the tax asset is reduced by a valuation allowance. The Company assesses the appropriateness of its valuation allowance on a quarterly basis.

The Company had an income tax expense of approximately \$98.8 million and an income tax benefit of approximately \$20.7 million for the three months ended September 30, 2024 and 2023, respectively. The effective tax rates for the three months ended September 30, 2024 and 2023 were 24.9% and (381.8)%, respectively. The Company's income tax expense was \$144.4 million and \$19.0 million for the nine months ended September 30, 2024 and 2023, respectively. The effective tax rates for the nine months ended September 30, 2024 and 2023 were 24.3% and 3.4%, respectively.

**NOTE 9 FAIR VALUE**

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The Company uses a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value which are the following:

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Financial Assets and Liabilities

As required, financial assets and liabilities are classified in their entirety based on the lowest level of input that is significant to the fair value measurement. The Company's assessment of the significance of a particular input requires judgment and may affect the valuation of fair value assets and liabilities and their placement within the fair value hierarchy levels. The following tables set forth by level within the fair value hierarchy the Company's financial assets and liabilities that were accounted for at fair value on a recurring basis as of September 30, 2024 and December 31, 2023:

	<b>Fair Value Measurements at September 30, 2024 Using</b>		
	<b>Quoted Prices In Active Markets for Identical Assets (Liabilities) (Level 1)</b>	<b>Significant Other Observable Inputs (Level 2)</b>	<b>Significant Unobservable Inputs (Level 3)</b>
<i>(In thousands)</i>			
Commodity Derivatives – Current Assets	\$ —	\$ 100,703	\$ —
Commodity Derivatives – Noncurrent Assets	—	14,730	—
Commodity Derivatives – Current Liabilities	—	(804)	—
Commodity Derivatives – Noncurrent Liabilities	—	(112,328)	—
Interest Rate Derivatives – Current Assets	—	94	—
Interest Rate Derivatives – Noncurrent Liabilities	—	(114)	—
<b>Total</b>	<b>\$ —</b>	<b>\$ 2,281</b>	<b>\$ —</b>

	Fair Value Measurements at December 31, 2023 Using		
	Quoted Prices In Active Markets for Identical Assets (Liabilities) (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<i>(In thousands)</i>			
Commodity Derivatives – Current Assets	\$ —	\$ 75,733	\$ —
Commodity Derivatives – Noncurrent Assets	—	10,725	—
Commodity Derivatives – Current Liabilities	—	(16,797)	—
Commodity Derivatives – Noncurrent Liabilities	—	(105,831)	—
Total	\$ —	\$ (36,169)	\$ —

**Commodity Derivatives.** The Level 2 instruments presented in the tables above include commodity derivative instruments (see Note 10). The fair value of the Company's commodity derivative instruments is determined based upon future prices, volatility and time to maturity, among other things. Counterparty statements are utilized to determine the value of the commodity derivative instruments and are reviewed and corroborated using various methodologies and significant observable inputs. The Company's and the counterparties' nonperformance risk is evaluated. The fair value of commodity derivative contracts is reflected in the condensed balance sheet. The current derivative asset and liability amounts represent the fair values expected to be settled in the subsequent twelve months.

**Interest Rate Derivatives.** The Level 2 instruments presented in the tables above include interest rate derivative instruments. The fair value of the Company's interest rate derivative instruments is determined based upon contracted notional amounts, active market-quoted interest yield curves, and time to maturity, among other things. Counterparty statements are utilized to determine the value of the interest rate derivative instruments and are reviewed and corroborated using various methodologies and significant observable inputs. The Company's and the counterparties' nonperformance risk is evaluated. The fair value of interest rate derivative contracts is reflected in the balance sheets. The current derivative asset and liability amounts represent the fair values expected to be settled in the subsequent twelve months.

#### Fair Value of Other Financial Instruments

The carrying amounts of cash equivalents, receivables and payables approximate fair value due to the highly liquid or short-term nature of these instruments.

Long-term debt is not presented at fair value in the balance sheets, as it is recorded at carrying value, net of unamortized debt issuance costs and unamortized premium (see Note 4). The fair value of the Company's Senior Notes due 2028, Convertible Notes due 2029 and Senior Notes due 2031 was \$706.9 million, \$572.8 million and \$520.0 million, respectively, at September 30, 2024. These fair values are based on market quotes that represent Level 2 inputs.

There is no active market for the Revolving Credit Facility. The recorded value of the Revolving Credit Facility approximates its fair value because of its floating rate structure based on the SOFR spread, secured interest, and the Company's borrowing base utilization. The fair value measurement for the Revolving Credit Facility represents Level 2 inputs.

#### Non-Financial Assets and Liabilities

The Company estimates asset retirement obligations pursuant to the provisions of FASB ASC Topic 410, Asset Retirement and Environmental Obligations. The initial measurement of asset retirement obligations at fair value is calculated using discounted cash flow techniques and based on internal estimates of future retirement costs associated with oil and natural gas properties. Given the unobservable nature of the inputs, including plugging costs and reserve lives, the initial measurement of the asset retirement obligations liability is deemed to use Level 3 inputs. Asset retirement obligations incurred and acquired during the nine months ended September 30, 2024 and 2023 were approximately \$2.8 million and \$3.6 million, respectively.

The Company issued common stock warrants in January 2022 as a part of the purchase consideration for certain oil and gas properties acquired by the Company. Upon issuance, the Warrants granted holders the right to purchase 1,939,998 shares of the Company's common stock at an exercise price equal to \$28.30 per share (subject to certain adjustments), generally exercisable from April 27, 2022 until January 27, 2029. A portion of the Warrants were surrendered and cancelled in March 2023, and the remaining Warrants were surrendered and cancelled in March 2024, in each case in exchange for shares of common stock. See



Note 6. The fair value of the Warrants consideration was determined by utilizing an Option Pricing Model. These non-recurring fair value measurements are primarily determined using inputs that are observable or can be corroborated by observable market data (Level 2 inputs).

For all transactions accounted for using the business combination method of accounting, the Company accounts for acquisitions of oil and natural gas properties under the acquisition method of accounting. In those instances, the Company conducts assessments of net assets acquired and recognizes amounts for identifiable assets acquired and liabilities assumed at the estimated acquisition date fair values, while transaction costs associated with the acquisitions are expensed as incurred. The Company makes various assumptions in estimating the fair values of assets acquired and liabilities assumed. The most significant assumptions relate to the estimated fair value of oil and natural gas properties. The fair value of these properties is measured using a discounted cash flow model that converts future cash flows to a single discounted amount. These assumptions represent Level 3 inputs under the fair value hierarchy. See Note 3 for additional discussion of the Company's acquisitions of oil and natural gas properties during the nine months ended September 30, 2024 and discussion of the significant inputs to the valuations.

Though the Company believes the methods used to estimate fair value are consistent with those used by other market participants, the use of other methods or assumptions could result in a different estimate of fair value. There were no transfers of financial assets or liabilities between Level 1, Level 2 or Level 3 inputs for the nine months ended September 30, 2024.

#### NOTE 10 DERIVATIVE INSTRUMENTS AND PRICE RISK MANAGEMENT

The Company utilizes various commodity price derivative instruments to (i) reduce the effects of volatility in price changes on the crude oil and natural gas commodities it produces and sells, (ii) reduce commodity price risk and (iii) provide a base level of cash flow in order to assure it can execute at least a portion of its capital spending. In addition, from time to time the Company utilizes interest rate swaps to mitigate exposure to changes in interest rates on the Company's variable-rate indebtedness.

All derivative instruments are recorded in the Company's condensed balance sheets as either assets or liabilities measured at their fair value (see Note 9). The Company has not designated any derivative instruments as hedges for accounting purposes and does not enter into such instruments for speculative trading purposes. If a derivative does not qualify as a hedge or is not designated as a hedge, the changes in the fair value are recognized in the Company's condensed statements of operations as a gain or loss on derivative instruments. Mark-to-market gains and losses represent changes in fair values of derivative instruments that have not been settled. The Company's cash flow is only impacted when the actual settlements under the derivative contracts result in making or receiving a payment to or from the counterparty. These cash settlements represent the cumulative gains and losses on the Company's derivative instruments for the periods presented and do not include a recovery of costs that were paid to acquire or modify the derivative instruments that were settled.

The Company has master netting agreements on individual derivative instruments with certain counterparties and therefore the current asset and liability are netted in the balance sheet and the non-current asset and liability are netted in the balance sheet for contracts with these counterparties.

##### Commodity Derivative Instruments

The following table presents settlements on commodity derivative instruments and unsettled gains and losses on open commodity derivative instruments for the periods presented which is recorded in the revenue section of our condensed financial statements:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2024	2023	2024	2023
<i>(In thousands)</i>				
Cash Received on Settled Derivatives	\$ 29,709	\$ 5,164	\$ 57,721	\$ 46,099
Non-Cash Mark-to-Market Gain (Loss) on Derivatives	208,441	(204,712)	38,470	(34,222)
Gain (Loss) on Commodity Derivatives, Net	\$ 238,150	\$ (199,548)	\$ 96,191	\$ 11,878

The following table summarizes open commodity derivative positions as of September 30, 2024, for commodity derivatives that were entered into through September 30, 2024, for the settlement period presented:

	2024	2025	2026	2027	2028
<b>Oil:</b>					
WTI NYMEX - Swaps:					
Volume (Bbl)	2,527,109	8,673,162	704,557	—	—
Weighted-Average Price (\$/Bbl)	\$ 74.06	\$ 74.18	\$ 68.34	\$ —	\$ —
WTI NYMEX - Swaptions <sup>(1)</sup> :					
Volume (Bbl)	—	4,958,700	3,512,950	4,369,050	640,500
Weighted-Average Price (\$/Bbl)	\$ —	\$ 74.68	\$ 70.42	\$ 70.54	\$ 70.00
Argus American Crude WTI Midland to WTI NYMEX - Basis Swaps:					
Volume (Bbl)	1,242,304	9,959,270	4,491,785	—	—
Weighted-Average Price (\$/Bbl)	\$ 1.15	\$ 0.95	\$ 1.06	\$ —	\$ —
WTI NYMEX - Call Options <sup>(1)</sup> :					
Volume (Bbl)	184,000	4,346,420	4,526,365	3,102,500	366,000
Weighted-Average Price (\$/Bbl)	\$ 85.00	\$ 80.36	\$ 70.65	\$ 82.94	\$ 80.00
Brent ICE - Call Options <sup>(1)</sup> :					
Volume (Bbl)	—	—	—	—	316,590
Weighted-Average Price (\$/Bbl)	\$ —	\$ —	\$ —	\$ —	\$ 80.00
WTI NYMEX - Collars:					
Collar Put Volume (Bbl)	1,998,800	6,418,539	2,896,842	—	—
Collar Call Volume (Bbl)	2,195,749	8,014,462	4,281,557	—	—
Weighted-average floor price (Bbl)	\$ 71.58	\$ 69.46	\$ 66.44	\$ —	\$ —
Weighted-average ceiling price (Bbl)	\$ 81.32	\$ 77.81	\$ 74.46	\$ —	\$ —
<b>Natural Gas:</b>					
Henry Hub NYMEX - Swaps:					
Volume (MMBtu)	7,097,909	10,910,000	5,475,000	—	—
Weighted-Average Price (\$/MMBtu)	\$ 3.46	\$ 3.56	\$ 3.74	\$ —	\$ —
Henry Hub NYMEX - Swaptions <sup>(1)</sup> :					
Volume (MMBtu)	—	20,075,000	24,300,000	7,300,000	18,300,000
Weighted-Average Price (\$/MMBtu)	\$ —	\$ 3.89	\$ 4.18	\$ 4.26	\$ 4.00
Waha Inside FERC to Henry Hub - Basis Swaps:					
Volume (MMBtu)	4,784,000	22,218,000	18,250,000	3,650,000	—
Weighted-Average Differential (\$/MMBtu)	\$ (0.85)	\$ (0.89)	\$ (0.84)	\$ (0.78)	\$ —
Waha Inside FERC to Waha Index - Basis Swaps:					
Volume (MMBtu)	184,000	2,448,000	3,650,000	3,650,000	—
Weighted Average Price (\$/MMBtu)	\$ 0.01	\$ 0.02	\$ 0.02	\$ 0.02	\$ —
NE - TETCO M2 - Basis Swaps:					
Volume (MMBtu)	2,760,000	19,145,000	2,755,000	—	—
Weighted-Average Differential (\$/MMBtu)	\$ (1.04)	\$ (0.92)	\$ (0.93)	\$ —	\$ —
Columbia Inside FERC to Henry Hub - Basis Swaps:					
Volume (MMBtu)	920,000	1,825,000	—	—	—
Weighted-Average Differential (\$/MMBtu)	\$ (0.85)	\$ (0.87)	\$ —	\$ —	\$ —
Henry Hub NYMEX - Call Options <sup>(1)</sup> :					
Volume (MMBtu)	915,000	13,340,750	—	38,142,500	7,320,000
Weighted-Average Price (\$/MMBtu)	\$ 3.87	\$ 3.73	\$ —	\$ 6.00	\$ 4.50
Henry Hub NYMEX - Collars:					
Collar Put Volume (MMBtu)	5,490,000	35,570,528	23,902,367	3,650,000	—
Collar Call Volume (MMBtu)	5,490,000	35,570,528	23,902,367	3,650,000	—
Weighted-average floor price (\$/MMBtu)	\$ 3.04	\$ 3.12	\$ 3.09	\$ 3.00	\$ —
Weighted-average ceiling price (\$/MMBtu)	\$ 4.31	\$ 4.94	\$ 5.06	\$ 3.83	\$ —

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- <sup>(1)</sup> Swaptions are crude oil and natural gas derivative contracts that give counterparties the option to extend certain derivative contracts for additional periods. Call Options are crude oil and natural gas derivative contracts sold by the Company that give counterparties the option to exercise certain derivative contracts. The volumes and prices reflected as Swaptions and Call Options in this table will only be effective if the options are exercised by the applicable counterparties.

Interest Rate Derivative Instruments

At times, the Company uses interest rate swaps to effectively convert a portion of its variable rate indebtedness to fixed rate indebtedness. The settlement of derivative instruments is recognized as a component of interest expense in the condensed statements of operations. The mark-to-market component of the unsettled derivative instruments is recognized in gain (loss) on unsettled interest rate derivatives, net in the condensed statements of operations.

### Other Information Regarding Derivative Instruments

The following table sets forth the amounts, on a gross basis, and classification of the Company's outstanding derivative financial instruments at September 30, 2024 and December 31, 2023, respectively. Certain amounts may be presented on a net basis in the condensed financial statements when such amounts are with the same counterparty and subject to a master netting arrangement.

(In thousands)

Type of Commodity	Balance Sheet Location	September 30, 2024 Estimated Fair Value	December 31, 2023 Estimated Fair Value
<b>Derivative Assets:</b>			
Commodity Price Swap Contracts	Current Assets	\$ 75,244	\$ 61,323
Commodity Basis Swap Contracts	Current Assets	6,630	4,487
Commodity Price Swaptions Contracts	Current Assets	2,997	—
Commodity Price Collar Contracts	Current Assets	58,762	36,619
Commodity Price Call Option Contracts	Current Assets	1,865	17,964
Commodity Price Put Option Contracts	Current Assets	—	664
Interest Rate Swap Contracts	Current Assets	112	—
Commodity Price Swap Contracts	Noncurrent Assets	16,420	16,621
Commodity Basis Swap Contracts	Noncurrent Assets	13,176	1,874
Commodity Price Swaptions Contracts	Noncurrent Assets	1,007	—
Commodity Price Collar Contracts	Noncurrent Assets	50,184	26,841
Commodity Price Call Option Contracts	Noncurrent Assets	644	3,635
<b>Total Derivative Assets</b>		<b>\$ 227,042</b>	<b>\$ 170,029</b>
<b>Derivative Liabilities:</b>			
Commodity Price Swap Contracts	Current Liabilities	\$ (1,500)	\$ (8,079)
Commodity Basis Swap Contracts	Current Liabilities	(5,408)	(6,796)
Commodity Price Swaptions Contracts	Current Liabilities	(8,403)	(1,496)
Commodity Price Collar Contracts	Current Liabilities	(18,740)	(14,370)
Commodity Price Call Option Contracts	Current Liabilities	(11,549)	(31,380)
Interest Rate Swap Contracts	Current Liabilities	(18)	—
Commodity Price Swap Contracts	Noncurrent Liabilities	(1,159)	(2,288)
Commodity Basis Swap Contracts	Noncurrent Liabilities	(3,331)	(8,922)
Commodity Price Swaptions Contracts	Noncurrent Liabilities	(69,518)	(35,896)
Commodity Price Collar Contracts	Noncurrent Liabilities	(40,777)	(18,849)
Commodity Price Call Option Contracts	Noncurrent Liabilities	(64,245)	(78,123)
Interest Rate Swap Contracts	Noncurrent Liabilities	(114)	—
<b>Total Derivative Liabilities</b>		<b>\$ (224,761)</b>	<b>\$ (206,198)</b>

The use of derivative transactions involves the risk that the counterparties will be unable to meet the financial terms of such transactions. When the Company has netting arrangements with its counterparties that provide for offsetting payables against receivables from separate derivative instruments these assets and liabilities are netted in the balance sheet. The tables presented below provide reconciliation between the gross assets and liabilities and the amounts reflected in the balance sheet. The amounts presented exclude derivative settlement receivables and payables as of the balance sheet dates.

**Estimated Fair Value at September 30, 2024**

<i>(In thousands)</i>	<b>Gross Amounts of Recognized Assets (Liabilities)</b>	<b>Gross Amounts Offset on the Balance Sheet</b>	<b>Net Amounts of Assets (Liabilities) Presented on the Balance Sheet</b>
<b>Offsetting of Derivative Assets:</b>			
Current Assets	\$ 145,610	\$ (44,813)	\$ 100,797
Non-Current Assets	81,432	(66,702)	14,730
<b>Total Derivative Assets</b>	<b>\$ 227,042</b>	<b>\$ (111,515)</b>	<b>\$ 115,527</b>
<b>Offsetting of Derivative Liabilities:</b>			
Current Liabilities	\$ (45,617)	\$ 44,813	\$ (804)
Non-Current Liabilities	(179,144)	66,702	(112,442)
<b>Total Derivative Liabilities</b>	<b>\$ (224,761)</b>	<b>\$ 111,515</b>	<b>\$ (113,246)</b>

**Estimated Fair Value at December 31, 2023**

<i>(In thousands)</i>	<b>Gross Amounts of Recognized Assets (Liabilities)</b>	<b>Gross Amounts Offset on the Balance Sheet</b>	<b>Net Amounts of Assets (Liabilities) Presented on the Balance Sheet</b>
<b>Offsetting of Derivative Assets:</b>			
Current Assets	\$ 121,057	\$ (45,324)	\$ 75,733
Non-Current Assets	48,971	(38,246)	10,725
<b>Total Derivative Assets</b>	<b>\$ 170,029</b>	<b>\$ (83,570)</b>	<b>\$ 86,459</b>
<b>Offsetting of Derivative Liabilities:</b>			
Current Liabilities	\$ (62,120)	\$ 45,324	\$ (16,797)
Non-Current Liabilities	(144,077)	38,246	(105,831)
<b>Total Derivative Liabilities</b>	<b>\$ (206,198)</b>	<b>\$ 83,570</b>	<b>\$ (122,628)</b>

All of the Company's outstanding derivative instruments are covered by International Swap Dealers Association Master Agreements ("ISDAs") entered into with parties that are also lenders under the Company's Revolving Credit Facility. The Company's obligations under the derivative instruments are secured pursuant to the Revolving Credit Facility, and no additional collateral had been posted by the Company as of September 30, 2024. The ISDAs may provide that as a result of certain circumstances, such as cross-defaults, a counterparty may require all outstanding derivative instruments under an ISDA to be settled immediately. See Note 9 for the aggregate fair value of all derivative instruments that were in a net liability position at September 30, 2024 and December 31, 2023.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

### Cautionary Statement Concerning Forward-Looking Statements

We are including the following discussion to inform our existing and potential security holders generally of some of the risks and uncertainties that can affect our company and to take advantage of the "safe harbor" protection for forward-looking statements that applicable federal securities law affords.

From time to time, our management or persons acting on our behalf may make forward-looking statements to inform existing and potential security holders about our company. All statements other than statements of historical facts included in this report regarding our financial position, business strategy, plans and objectives of management for future operations, industry conditions, indebtedness covenant compliance, capital expenditures, production, cash flow, borrowing base under our Revolving Credit Facility, our intention or ability to pay or increase dividends on our capital stock, and impairment are forward-looking statements. When used in this report, forward-looking statements are generally accompanied by terms or phrases such as "estimate," "project," "predict," "believe," "expect," "continue," "anticipate," "target," "could," "plan," "intend," "seek," "goal," "will," "should," "may" or other words and similar expressions that convey the uncertainty of future events or outcomes. Items contemplating or making assumptions about actual or potential future production, sales, market size, collaborations, cash flows, and trends or operating results also constitute such forward-looking statements.

Forward-looking statements involve inherent risks and uncertainties, and important factors (many of which are beyond our company's control) that could cause actual results to differ materially from those set forth in the forward-looking statements, including the following:

- changes in crude oil and natural gas prices, the pace of drilling and completions activity on our current properties and properties pending acquisition;
- infrastructure constraints and related factors affecting our properties;
- cost inflation or supply chain disruptions;
- ongoing legal disputes over, and potential shutdown of, the Dakota Access Pipeline;
- our ability to acquire additional development opportunities, potential or pending acquisition transactions, the projected capital efficiency savings and other operating efficiencies and synergies resulting from our acquisition transactions, integration and benefits of property acquisitions, or the effects of such acquisitions on our company's cash position and levels of indebtedness;
- changes in our reserves estimates or the value thereof;
- disruption to our company's business due to acquisitions and other significant transactions;
- general economic or industry conditions, nationally and/or in the communities in which our company conducts business;
- changes in the interest rate environment, legislation or regulatory requirements;
- conditions of the securities markets;
- risks associated with our Convertible Notes, including the potential impact that the Convertible Notes may have on our financial position and liquidity, potential dilution, and that provisions of the Convertible Notes could delay or prevent a beneficial takeover of our company;
- the potential impact of the capped call transactions undertaken in tandem with the Convertible Notes issuance, including counterparty risk;
- increasing attention to environmental, social and governance matters;
- our ability to consummate any pending acquisition transactions;
- our ability to raise or access capital;
- cyber-incidents could have a material adverse effect on our business, financial condition or results of operations;
- changes in accounting principles, policies or guidelines;
- potential impacts following the result of the presidential election in the United States;
- events beyond our control, including a global or domestic health crisis, acts of terrorism, political or economic instability or armed conflict in oil and gas producing regions; and
- other economic, competitive, governmental, regulatory and technical factors affecting our operations, products and prices.

We have based any forward-looking statements on our current expectations and assumptions about future events. While our management considers these expectations and assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, results actually achieved may differ materially from expected results described in these statements. Forward-looking statements speak only as of the date they are made. You should consider carefully the statements in the section entitled "Item 1A. Risk Factors" and other sections of our Annual Report

on Form 10-K for the fiscal year ended December 31, 2023, as updated by subsequent reports we file with the SEC (including this report), which describe factors that could cause our actual results to differ from those set forth in the forward-looking statements. Our company does not undertake, and specifically disclaims, any obligation to update any forward-looking statements to reflect events or circumstances occurring after the date of such statements.

## Overview

Our primary strategy is to invest in non-operated minority working and mineral interests in oil and gas properties, with a core area of focus in the premier basins within the United States. Using this strategy, we had participated in 10,445 gross (1,049.8 net) producing wells as of September 30, 2024. As of September 30, 2024, we had leased approximately 275,514 net acres, of which approximately 85% were developed and all were located in the United States.

We have grown and diversified our business significantly over the last several years through acquisitions of oil and gas properties. See Note 3 to our condensed financial statements for information regarding our recent acquisition activity.

Our average daily production in the third quarter of 2024 was approximately 121,815 Boe per day, of which approximately 58% was oil. This was a 19% increase in production compared to the third quarter of 2023, primarily due to production attributable to recent acquisitions and new wells added to production. During the three months ended September 30, 2024, we added 9.5 net wells to production.

Our weighted average percentage of production volumes by basin for the three months ended September 30, 2024 and 2023 were as follows:

	Three Months Ended September 30, 2024				Three Months Ended September 30, 2023			
	Williston	Permian	Appalachian	Total	Williston	Permian	Appalachian	Total
Oil (Bbl)	48 %	51 %	1 %	100 %	55 %	45 %	— %	100 %
Natural Gas (Mcf)	29 %	40 %	31 %	100 %	37 %	36 %	27 %	100 %
Total (Boe)	40 %	46 %	14 %	100 %	48 %	42 %	10 %	100 %

## Source of Our Revenues

We derive our revenues from the sale of oil, natural gas and NGLs produced from our properties. Revenues are a function of the volume produced, the prevailing market price at the time of sale, oil quality, Btu content and transportation costs to market. We use derivative instruments to hedge future sales prices on a substantial, but varying, portion of our oil and natural gas production. We expect our derivative activities will help us achieve more predictable cash flows and reduce our exposure to downward price fluctuations. The use of derivative instruments has in the past, and may in the future, prevent us from realizing the full benefit of upward price movements but also mitigates the effects of declining price movements.

## Principal Components of Our Cost Structure

- *Commodity price differentials.* The price differential between our well head price for oil and the NYMEX WTI benchmark price is primarily driven by the cost to transport oil via train, pipeline or truck to refineries. The price differential between our well head price for natural gas and NGLs and the NYMEX Henry Hub benchmark price is primarily driven by gathering and transportation costs.
- *Gain (loss) on commodity derivatives, net.* We utilize commodity derivative financial instruments to reduce our exposure to fluctuations in the prices of oil and gas. Gain (loss) on commodity derivatives, net is comprised of (i) cash gains and losses we recognize on settled commodity derivatives during the period, and (ii) non-cash mark-to-market gains and losses we incur on commodity derivative instruments outstanding at period end.
- *Production expenses.* Production expenses are daily costs incurred to bring oil and natural gas out of the ground and to the market, together with the daily costs incurred to maintain our producing properties. Such costs also include field personnel compensation, salt water disposal, utilities, maintenance, repairs and servicing expenses related to our oil and natural gas properties.
- *Production taxes.* Production taxes are paid on produced oil and natural gas based on a percentage of revenues from products sold at market prices (not hedged prices) or at fixed rates established by federal, state or local taxing

authorities. We seek to take full advantage of all credits and exemptions in our various taxing jurisdictions. In general, the production taxes we pay correlate to the changes in oil and natural gas revenues.

- *Depreciation, depletion, amortization and accretion.* Depreciation, depletion, amortization and accretion includes the systematic expensing of the capitalized costs incurred to acquire, explore and develop oil and natural gas properties. As a full cost company, we capitalize all costs associated with our development and acquisition efforts and allocate these costs to each unit of production using the units-of-production method. Accretion expense relates to the passage of time of our asset retirement obligations.
- *General and administrative expenses.* General and administrative expenses include overhead, including payroll and benefits for our corporate staff, costs of maintaining our headquarters, costs of managing our acquisition and development operations, franchise taxes, audit and other professional fees and legal compliance.
- *Interest expense.* We finance a portion of our working capital requirements, capital expenditures and acquisitions with borrowings. As a result, we incur interest expense that is affected by both fluctuations in interest rates and our financing decisions. We capitalize a portion of the interest paid on applicable borrowings into our unproved cost pool. We include interest expense that is not capitalized into the unproved cost pool, the amortization of deferred financing costs and bond premiums (including origination and amendment fees), commitment fees and annual agency fees as interest expense.
- *Impairment expense.* Under the full cost method of accounting, the Company is required to perform a ceiling test each quarter. The test determines a limit, or ceiling, on the book value of the oil and gas properties. If the net book value, including related deferred taxes, exceeds the ceiling, a non-cash impairment expense is required. The Company did not have any ceiling test impairment for the three and nine months ended September 30, 2024 and 2023. However, if lower average monthly prices continue to decline in future months, the present value of the Company's future net revenues could decline significantly, which could trigger the need for the Company to record a non-cash ceiling test impairment of its oil and gas property costs in future periods.
- *Income tax expense.* Our provision for taxes includes both federal and state taxes. We record our federal income taxes in accordance with accounting for income taxes under GAAP, which results in the recognition of deferred tax assets and liabilities for the expected future tax consequences of temporary differences between the book carrying amounts and the tax basis of assets and liabilities. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences and carryforwards are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. A valuation allowance is established to reduce deferred tax assets if it is more likely than not that the related tax benefits will not be realized.

### **Selected Factors That Affect Our Operating Results**

Our revenues, cash flows from operations and future growth depend substantially upon:

- the timing and success of drilling and production activities by our operating partners;
- the prices and the supply and demand for oil, natural gas and NGLs;
- the quantity of oil and natural gas production from the wells in which we participate;
- changes in the fair value of the derivative instruments we use to reduce our exposure to fluctuations in commodity prices;
- our ability to continue to identify and acquire high-quality acreage and drilling opportunities; and
- the level of our operating expenses.

In addition to the factors that affect companies in our industry generally, the location of substantially all of our acreage and wells in the Williston, Permian, Appalachian and, following the closing of the XCL Acquisition in October 2024 (see Note 3 to our condensed financial statements), Uinta Basins subjects our operating results to factors specific to these regions. These factors include the potential adverse impact of weather on drilling, production and transportation activities, particularly during



the winter and spring months, as well as infrastructure limitations, transportation capacity, regulatory matters and other factors that may specifically affect one or more of these regions.

The price at which our oil production is sold typically reflects a discount to the NYMEX benchmark price. The price at which our natural gas production is sold may reflect either a discount or premium to the NYMEX benchmark price. Thus, our operating results are also affected by changes in the price differentials between the applicable benchmark and the sales prices we receive for our production. Our oil price differential to the NYMEX benchmark price during the third quarter of 2024 was \$3.45 per barrel, as compared to \$2.84 per barrel in the third quarter of 2023. Our net realized gas price in the third quarter of 2024 was \$1.60 per Mcf, representing 72% realization relative to average Henry Hub pricing, compared to a net realized gas price of \$2.19 per Mcf in the third quarter of 2023, which represented 82% realization relative to average Henry Hub pricing. Fluctuations in our oil and gas price realizations are due to several factors such as pricing by basin, gathering and transportation costs, transportation method, takeaway capacity relative to production levels, regional storage capacity, seasonal refinery maintenance temporarily depressing demand, and in the case of gas realizations, the price of NGLs.

Another significant factor affecting our operating results is drilling costs. The cost of drilling wells can vary significantly, driven in part by volatility in commodity prices that can substantially impact the level of drilling activity. Generally, higher commodity prices have led to increased drilling activity, with the increased demand for drilling and completion services driving these costs higher. Lower commodity prices have generally had the opposite effect. In addition, individual components of the cost can vary depending on numerous factors such as the length of the horizontal lateral, the number of fracture stimulation stages, and the type and amount of proppant. Since 2021, we have observed inflationary pressures on drilling and other operating costs due to various factors, such as higher commodity prices, labor shortages, supply chain disruptions and other factors. During the first nine months of 2024 and 2023, the weighted average gross authorization for expenditure (or AFE) cost for wells we elected to participate in was \$9.1 million and \$9.4 million, respectively. The decrease is due in part to a decline in Permian lateral lengths relative to the prior year.

### Market Conditions

The price that we receive for the oil and natural gas we produce is largely a function of market supply and demand. Because our oil and gas revenues are heavily weighted toward oil, we are more significantly impacted by changes in oil prices than by changes in the price of natural gas. World-wide supply in terms of output, especially production from properties within the United States, the production quota set by OPEC, and the strength of the U.S. dollar can significantly impact oil prices. Historically, commodity prices have been volatile and we expect the volatility to continue in the future. Factors impacting the future oil supply balance are world-wide demand for oil, as well as the growth in domestic oil production.

Prices for various quantities of natural gas, NGLs and oil that we produce significantly impact our revenues and cash flows. The following table lists average NYMEX prices for oil and natural gas for the three and nine months ended September 30, 2024 and 2023.

	Three Months Ended September 30,	
	2024	2023
Average NYMEX Prices <sup>(1)</sup>		
Natural Gas (per Mcf)	\$ 2.23	\$ 2.66
Oil (per Bbl)	\$ 75.27	\$ 82.32

<sup>(1)</sup> Based on average NYMEX closing prices.

	Nine Months Ended September 30,	
	2024	2023
Average NYMEX Prices <sup>(1)</sup>		
Natural Gas (per Mcf)	\$ 2.22	\$ 2.58
Oil (per Bbl)	\$ 77.61	\$ 77.33

<sup>(1)</sup> Based on average NYMEX closing prices.

We have entered into derivatives contracts to hedge commodity price risk on a portion of our future expected oil and natural gas production. For a summary as of September 30, 2024, of our open commodity price derivative contracts for future periods, see “Quantitative and Qualitative Disclosures about Market Risk—Commodity Price Risk” in Part I, Item 3 below. See also Note 10 to our condensed financial statements.

**Results of Operations for the Three Months Ended September 30, 2024 and September 30, 2023**

The following table sets forth selected operating data for the periods indicated. Production volumes and average sales prices are derived from accrued accounting data for the relevant period indicated.

	Three Months Ended September 30,		
	2024	2023	% Change
<b>Net Production (in thousands):</b>			
Oil (MBbl)	6,524	5,848	12 %
Natural Gas (MMcf)	28,098	21,397	31 %
Total (MBoe)	11,207	9,414	19 %
<b>Net Sales (in thousands):</b>			
Oil Sales	\$ 468,547	\$ 464,793	1 %
Natural Gas and NGL Sales	44,994	46,858	(4)%
Gain on Settled Commodity Derivatives	29,709	5,164	475 %
Gain (Loss) on Unsettled Commodity Derivatives	208,441	(204,712)	
Other Revenue	1,947	1,870	4 %
Total Revenues	753,638	313,973	140 %
<b>Average Sales Prices:</b>			
Oil (per Bbl)	\$ 71.82	\$ 79.48	(10)%
Effect of Gain (Loss) on Settled Oil Derivatives on Average Price (per Bbl)	0.20	(2.58)	
Oil Net of Settled Oil Derivatives (per Bbl)	72.02	76.90	(6)%
Natural Gas and NGLs (per Mcf)	\$ 1.60	\$ 2.19	(27)%
Effect of Gain on Settled Natural Gas Derivatives on Average Price (per Mcf)	1.01	0.95	6 %
Natural Gas and NGLs Net of Settled Natural Gas Derivatives (per Mcf)	2.61	3.14	(17)%
Realized Price on a Boe Basis Excluding Settled Commodity Derivatives	\$ 45.82	\$ 54.35	(16)%
Effect of Gain on Settled Commodity Derivatives on Average Price (per Boe)	2.65	0.55	382 %
Realized Price on a Boe Basis Including Settled Commodity Derivatives	48.47	54.90	(12)%
<b>Operating Expenses (in thousands):</b>			
Production Expenses	\$ 106,902	\$ 82,506	30 %
Production Taxes	14,671	42,158	(65)%
General and Administrative Expenses	10,005	11,846	(16)%
Depletion, Depreciation, Amortization and Accretion	185,657	133,791	39 %
Other Expense	2,463	1,235	100 %
<b>Costs and Expenses (per Boe):</b>			
Production Expenses	\$ 9.54	\$ 8.76	9 %
Production Taxes	1.31	4.48	(71)%
General and Administrative Expenses	0.89	1.26	(29)%
Depletion, Depreciation, Amortization and Accretion	16.57	14.21	17 %
<b>Net Producing Wells at Period End</b>	1,049.8	923.7	14 %

### *Oil and Natural Gas Sales*

In the third quarter of 2024, our oil, natural gas and NGL sales, excluding the effect of settled commodity derivatives, was \$513.5 million, compared to \$511.7 million in the third quarter of 2023. The slight increase was driven by a 19% increase in production volumes, partially offset by a 16% decrease in realized prices.

We add production through drilling success as we place new wells into production and through additions from acquisitions, which is offset by the natural decline of our oil and natural gas production from existing wells. Acquisitions were a significant driver of our 19% increase in production levels in the third quarter of 2024 compared to the same period of 2023.

### *Commodity Derivative Instruments*

We enter into commodity derivative instruments to manage the price risk attributable to future oil and natural gas production. Our net result from commodity derivatives trade was a gain of \$238.2 million in the third quarter of 2024, compared to a loss of \$199.5 million in the third quarter of 2023. Net gain or loss on commodity derivatives is comprised of (i) cash gains and losses we recognize on settled commodity derivative instruments during the period, and (ii) unsettled gains and losses we incur on commodity derivative instruments outstanding at period-end.

For the third quarter of 2024, we realized a gain on settled commodity derivatives of \$29.7 million, compared to a gain of \$5.2 million in the third quarter of 2023. The increased gain on settled derivatives was primarily due to lower average oil NYMEX pricing in the third quarter of 2024 compared to the same period of 2023.

For the third quarter of 2024, we realized a gain on our unsettled commodity derivative of \$208.4 million, compared to a loss of \$204.7 million in the third quarter of 2023. Our derivatives are not designated for hedge accounting and are accounted for using the mark-to-market accounting method whereby gains and losses from changes in the fair value of derivative instruments are recognized immediately into earnings. Mark-to-market accounting treatment creates volatility in our revenues as gains and losses from unsettled derivatives are included in total revenues and are not included in accumulated other comprehensive income in the accompanying balance sheets. As commodity prices increase or decrease, such changes will have an opposite effect on the mark-to-market value of our commodity derivatives. Any gains on our unsettled commodity derivatives are expected to be offset by lower wellhead revenues in the future, while any losses are expected to be offset by higher future wellhead revenues based on the value at the settlement date. At September 30, 2024, all of our derivative contracts are recorded at their fair value, which was a net asset of \$2.3 million, a change of \$38.5 million from the \$36.2 million net liability recorded as of December 31, 2023. The increase in asset at September 30, 2024 as compared to December 31, 2023 was primarily due to changes in forward commodity prices relative to prices on our open commodity derivative contracts since December 31, 2023. Our open commodity derivative contracts are summarized in “Item 3. Quantitative and Qualitative Disclosures about Market Risk —Commodity Price Risk.”

### *Production Expenses*

Production expenses were \$106.9 million in the third quarter of 2024, compared to \$82.5 million in the third quarter of 2023. On a per unit basis, production expenses were \$9.54 per Boe in the third quarter of 2024 compared to \$8.76 per Boe in the third quarter of 2023. The higher production expenses per Boe were driven by higher salt water disposal costs in the third quarter of 2024 compared to the third quarter of 2023. On an absolute dollar basis, the increase in our production expenses in the third quarter of 2024 compared to the third quarter of 2023 was primarily due to a 19% increase in production volumes and a 14% increase in the total number of net producing wells.

### *Production Taxes*

We pay production taxes based on realized oil and natural gas sales. Production taxes were \$14.7 million in the third quarter of 2024, compared to \$42.2 million in the third quarter of 2023. As a percentage of oil and natural gas sales, our production taxes were 2.9% and 8.2% in the third quarter of 2024 and 2023, respectively. The fluctuation in our production taxes and average production tax rates from year to year was primarily due to certain out-of-period adjustments made to production taxes, as discussed under the heading “Out-of-Period Adjustments” in Note 2 to the condensed financial statements.

### General and Administrative Expenses

General and administrative expenses were \$10.0 million in the third quarter of 2024 compared to \$11.8 million in the third quarter of 2023. The decrease was driven in part by a \$5.3 million decrease in acquisition-related costs, partially offset by a \$3.6 million increase in total compensation expense in the third quarter of 2024 as compared to the third quarter of 2023, driven in part by an increase in the Company's workforce commensurate with the Company's growth.

### Depletion, Depreciation, Amortization and Accretion

Depletion, depreciation, amortization and accretion ("DD&A") was \$185.7 million in the third quarter of 2024, compared to \$133.8 million in the third quarter of 2023. Depletion expense, the largest component of DD&A, increased by \$51.7 million in the third quarter of 2024 compared to the third quarter of 2023. The aggregate increase in depletion expense was driven by a 19% increase in production levels and a 17% increase in the depletion rate per Boe. On a per unit basis, depletion expense was \$16.47 per Boe in the third quarter of 2024 compared to \$14.11 per Boe in the third quarter of 2023. The higher depletion rate per Boe was primarily driven by a significant increase to our depletable base, due to the closing of several larger acquisitions in 2023 and 2024 (see Note 3 to our condensed financial statements). Depreciation, amortization and accretion was \$1.1 million and \$1.0 million in the third quarter of 2024 and 2023, respectively. The following table summarizes DD&A expense per Boe for the third quarter of 2024 and 2023:

	Three Months Ended September 30,			
	2024	2023	\$ Change	% Change
Depletion	\$ 16.47	\$ 14.11	\$ 2.36	17 %
Depreciation, Amortization and Accretion	0.10	0.10	—	— %
Total DD&A Expense	\$ 16.57	\$ 14.21	\$ 2.36	17 %

### Interest Expense

Interest expense, net of capitalized interest, was \$36.8 million in the third quarter of 2024 compared to \$37.0 million in the third quarter of 2023. The slight decrease was primarily due to lower levels of average outstanding borrowings on our revolving credit facility in the third quarter of 2024 compared to the third quarter of 2023.

### Income Tax

During the third quarter of 2024, we recorded income tax expense of \$98.8 million. During the third quarter of 2023, we recorded an income tax benefit of \$20.7 million, driven by the release of a valuation allowance on certain deferred taxes.

**Results of Operations for the Nine Months Ended September 30, 2024 and September 30, 2023**

The following table sets forth selected operating data for the periods indicated. Production volumes and average sales prices are derived from accrued accounting data for the relevant period indicated.

	Nine Months Ended September 30,		
	2024	2023	% Change
<b>Net Production (in thousands):</b>			
Oil (MBbl)	19,249	15,677	23 %
Natural Gas (MMcf)	84,310	59,230	42 %
Total (MBoe)	33,300	25,549	30 %
<b>Net Sales (in thousands):</b>			
Oil Sales	\$ 1,422,916	\$ 1,174,007	21 %
Natural Gas and NGL Sales	183,691	180,370	2 %
Gain on Settled Commodity Derivatives	57,721	46,099	25 %
Gain (Loss) on Unsettled Commodity Derivatives	38,470	(34,222)	
Other Revenue	7,953	6,488	23 %
Total Revenues	1,710,751	1,372,742	25 %
<b>Average Sales Prices:</b>			
Oil (per Bbl)	\$ 73.92	\$ 74.89	(1)%
Effect of Loss on Settled Oil Derivatives on Average Price (per Bbl)	(0.97)	(0.92)	
Oil Net of Settled Oil Derivatives (per Bbl)	72.95	73.97	(1)%
Natural Gas and NGLs (per Mcf)	\$ 2.18	\$ 3.05	(29)%
Effect of Gain on Settled Natural Gas Derivatives on Average Price (per Mcf)	0.91	1.02	(11)%
Natural Gas and NGLs Net of Settled Natural Gas Derivatives (per Mcf)	3.09	4.07	(24)%
Realized Price on a Boe Basis Excluding Settled Commodity Derivatives	\$ 48.25	\$ 53.01	(9)%
Effect of Gain on Settled Commodity Derivatives on Average Price (per Boe)	1.73	1.80	(4)%
Realized Price on a Boe Basis Including Settled Commodity Derivatives	49.98	54.81	(9)%
<b>Operating Expenses (in thousands):</b>			
Production Expenses	\$ 313,209	\$ 244,944	28 %
Production Taxes	114,470	114,215	— %
General and Administrative Expenses	34,936	37,248	(6)%
Depletion, Depreciation, Amortization and Accretion	536,227	334,836	60 %
Other Expense	6,713	3,681	82 %
<b>Costs and Expenses (per Boe):</b>			
Production Expenses	\$ 9.41	\$ 9.59	(2)%
Production Taxes	3.44	4.47	(23)%
General and Administrative Expenses	1.05	1.46	(28)%
Depletion, Depreciation, Amortization and Accretion	16.10	13.11	23 %
<b>Net Producing Wells at Period End</b>	1,049.8	923.7	14 %

### *Oil and Natural Gas Sales*

In the first nine months of 2024, our oil, natural gas and NGL sales, excluding the effect of settled commodity derivatives, was \$1,606.6 million, compared to \$1,354.4 million in the first nine months of 2023. This 19% increase was driven by a 30% increase in production volumes, partially offset by a 9% decrease in realized prices. The lower average realized price in the first nine months of 2024 as compared to the same period in 2023 was driven by a \$0.97 per bbl decrease in realized oil prices, excluding the effect of settled commodity derivatives. Oil price differential during the first nine months of 2024 was \$3.69 per barrel, as compared to \$2.44 per barrel in the first nine months of 2023.

We add production through drilling success as we place new wells into production and through additions from acquisitions, which is offset by the natural decline of our oil and natural gas production from existing wells. Acquisitions were a significant driver of our 30% increase in production levels in the first nine months of 2024 compared to the same period of 2023.

### *Commodity Derivative Instruments*

We enter into commodity derivative instruments to manage the price risk attributable to future oil and natural gas production. Our net gain on commodity derivatives was \$96.2 million in the first nine months of 2024, compared to a net gain of \$11.9 million in the first nine months of 2023. Net gain on commodity derivative is comprised of (i) cash gains and losses we recognize on settled commodity derivative instruments during the period, and (ii) unsettled gains and losses we incur on commodity derivative instruments outstanding at period-end.

For the first nine months of 2024, we realized a gain on settled commodity derivatives of \$57.7 million, compared to a gain of \$46.1 million in the first nine months of 2023. The increase in the gain on settled commodity derivatives was primarily due to lower average NYMEX gas price and increased settled commodity volumes in the first nine months of 2024 compared to the same period of 2023.

For the first nine months of 2024, we realized a gain on unsettled commodity derivative of \$38.5 million, compared to a loss of \$34.2 million in the first nine months of 2023. Our derivatives are not designated for hedge accounting and are accounted for using the mark-to-market accounting method whereby gains and losses from changes in the fair value of derivative instruments are recognized immediately into earnings. Mark-to-market accounting treatment creates volatility in our revenues as gains and losses from unsettled derivatives are included in total revenues and are not included in accumulated other comprehensive income in the accompanying balance sheets. As commodity prices increase or decrease, such changes will have an opposite effect on the mark-to-market value of our commodity derivatives. Any gains on our unsettled commodity derivatives are expected to be offset by lower wellhead revenues in the future, while any losses are expected to be offset by higher future wellhead revenues based on the value at the settlement date. At September 30, 2024, all of our derivative contracts are recorded at their fair value, which was a net asset of \$2.3 million, a change of \$38.5 million from the \$36.2 million net liability recorded as of December 31, 2023. The increase in asset at September 30, 2024 as compared to December 31, 2023 was primarily due to changes in forward commodity prices relative to prices on our open commodity derivative contracts since December 31, 2023. Our open commodity derivative contracts are summarized in “Item 3. Quantitative and Qualitative Disclosures about Market Risk —Commodity Price Risk.”

### *Production Expenses*

Production expenses were \$313.2 million in the first nine months of 2024, compared to \$244.9 million in the first nine months of 2023. On a per unit basis, production expenses were \$9.41 per Boe in the first nine months of 2024 compared to \$9.59 per Boe in the first nine months of 2023. The lower production expenses per Boe was driven by a decrease in firm transport expenses in the first nine months of 2024 compared to the first nine months of 2023. On an absolute dollar basis, the increase in our production expenses in the first nine months of 2024 compared to the first nine months of 2023 was primarily due to a 30% increase in production volumes and a 14% increase in the total number of net producing wells.

### *Production Taxes*

We pay production taxes based on realized oil and natural gas sales. Production taxes were \$114.5 million in the first nine months of 2024, compared to \$114.2 million in the first nine months of 2023. As a percentage of oil and natural gas sales, our production taxes were 7.1% and 8.4% in the first nine months of 2024 and 2023, respectively. The fluctuation in our average production tax rates from year to year was primarily due to certain out-of-period adjustments made to production taxes, as discussed under the heading “Out-of-Period Adjustments” in Note 2 to the condensed financial statements.

### General and Administrative Expenses

General and administrative expenses were \$34.9 million in the first nine months of 2024 compared to \$37.2 million in the first nine months of 2023. The decrease was primarily due to a \$9.5 million decrease in acquisition-related costs in the first nine months of 2024 as compared to the first nine months of 2023, partially offset by a \$6.4 million increase in total compensation expense.

### Depletion, Depreciation, Amortization and Accretion

DD&A was \$536.2 million in the first nine months of 2024, compared to \$334.8 million in the first nine months of 2023. Depletion expense, the largest component of DD&A, increased by \$200.9 million in the first nine months of 2024 compared to the first nine months of 2023. The aggregate increase in depletion expense was driven by a 30% increase in production levels and a 23% increase in the depletion rate per Boe. On a per unit basis, depletion expense was \$16.01 per Boe in the first nine months of 2024 compared to \$13.00 per Boe in the first nine months of 2023. The higher depletion rate per Boe was primarily driven by a significant increase to our depletable base, due to the closing of several larger acquisitions in 2023 and 2024 (see Note 3 to our condensed financial statements). Depreciation, amortization and accretion was \$3.2 million and \$2.7 million in the first nine months of 2024 and 2023, respectively. The following table summarizes DD&A expense per Boe for the first nine months of 2024 and 2023:

	Nine Months Ended September 30,			
	2024	2023	\$ Change	% Change
Depletion	\$ 16.01	\$ 13.00	\$ 3.01	23 %
Depreciation, Amortization and Accretion	0.09	0.11	(0.02)	(18)%
<b>Total DD&amp;A Expense</b>	<b>\$ 16.10</b>	<b>\$ 13.11</b>	<b>\$ 2.99</b>	<b>23 %</b>

### Interest Expense

Interest expense, net of capitalized interest, was \$112.5 million in the first nine months of 2024 compared to \$99.2 million in the first nine months of 2023. The increase was primarily due to higher levels of debt outstanding during the first nine months of 2024 compared to the first nine months of 2023. Additionally, higher interest rates on our floating rate debt contributed to higher interest expense in the first nine months of 2024 compared to the first nine months of 2023.

### Income Tax

During the first nine months of 2024, we recorded income tax expense of \$144.4 million which equated to an effective tax rate of 24.3%. During the first nine months of 2023, we recorded income tax expense of \$19.0 million which equated to an effective tax rate of 3.4%. The difference was due primarily to the release of our valuation allowance during the third quarter of 2023.

On August 16, 2022, the U.S. enacted the Inflation Reduction Act which included the adoption of the Corporate Alternative Minimum Tax, which is based on financial statement book income of large corporations. In 2024, the Company is not subject to the Corporate Alternative Minimum Tax.

## Liquidity and Capital Resources

### Overview

Our main sources of liquidity and capital resources as of the date of this report have been internally generated cash flow from operations, proceeds from equity and debt financings, credit facility borrowings and cash settlements of commodity derivative instruments. Our primary uses of capital have been for the acquisition, development and operation of our oil and natural gas properties, cash settlements of commodity derivative instruments and for stockholder returns. We continually monitor potential capital sources for opportunities to enhance liquidity or otherwise improve our financial position.

In January 2024, we completed the Delaware Acquisition for total cash consideration of \$147.8 million (see Note 3 to our condensed financial statements). In September 2024, we completed the Point Acquisition for total cash consideration of approximately \$197.8 million (see Note 3 to our condensed financial statements). Subsequent to September 30, 2024, in



October 2024, we completed the XCL Acquisition for total cash consideration of approximately \$511.3 million, which included a \$25.5 million cash deposit that we previously paid at signing in June 2024 (see Note 3 to our condensed financial statements).

During the nine months ended September 30, 2024, we repurchased and retired 1,841,733 shares of our common stock for total consideration of \$69.3 million, or an average price of \$37.64 per share.

As of September 30, 2024, we had outstanding total debt of \$1,980.1 million consisting of \$275.0 million of borrowings under our Revolving Credit Facility, \$705.1 million aggregate principal amount of our Senior Notes due 2028, \$500.0 million aggregate principal amount of our Senior Notes due 2031, and \$500.0 million aggregate principal amount of our Convertible Notes.

As of September 30, 2024, we had total liquidity of \$1.3 billion, consisting of \$1.2 billion of committed borrowing availability under the Revolving Credit Facility and \$34.4 million of cash on hand.

One of the primary sources of variability in our cash flows from operating activities is commodity price volatility. Oil accounted for 91% and 91% of our total oil and gas sales in the third quarter of 2024 and 2023, respectively. As a result, our operating cash flows are more sensitive to fluctuations in oil prices than they are to fluctuations in natural gas and NGL prices. We seek to maintain a robust hedging program to mitigate volatility in commodity prices with respect to a portion of our expected production. For the nine months ended September 30, 2024, we hedged approximately 74% of our crude oil production and approximately 62% of our natural gas production. For a summary as of September 30, 2024, of our open commodity price derivative contracts for future periods, see “Quantitative and Qualitative Disclosures about Market Risk” in Part I, Item 3 below.

With our cash on hand, cash flow from operations, and borrowing capacity under our Revolving Credit Facility, we believe that we will have sufficient cash flow and liquidity to fund our budgeted capital expenditures and operating expenses for at least the next twelve months and, based on current expectations, for the foreseeable future. However, we may seek additional access to capital and liquidity. We cannot assure you, however, that any additional capital will be available to us on favorable terms or at all.

Our recent capital commitments have been to fund acquisitions and development of oil and natural gas properties. We expect to fund our near-term capital requirements and working capital needs with cash flows from operations and available borrowing capacity under our Revolving Credit Facility. Our capital expenditures could be curtailed if our cash flows decline from expected levels. Because production from existing oil and natural gas wells declines over time, reductions of capital expenditures used to drill and complete new oil and natural gas wells would likely result in lower levels of oil and natural gas production in the future.

### ***Working Capital***

Our working capital balance fluctuates as a result of changes in commodity pricing and production volumes, collection of receivables, expenditures related to our development and production operations and the impact of our outstanding derivative instruments.

At September 30, 2024, we had a working capital surplus of \$98.6 million, compared to a surplus of \$123.6 million at December 31, 2023. Current assets increased by \$9.5 million and current liabilities increased by \$34.5 million at September 30, 2024, compared to December 31, 2023.

### ***Cash Flows***

Cash flows from operations are primarily affected by production volumes and commodity prices, net of the effects of settlements of our derivative contracts, and by changes in working capital. Any interim cash needs are funded by cash on hand, cash flows from operations or borrowings under our Revolving Credit Facility. We typically enter into commodity derivative transactions covering a substantial, but varying, portion of our anticipated future oil and gas production for the next 12 to 36 months. Our cash flows for the nine months ended September 30, 2024 and 2023 are presented below:

<i>(In thousands, unaudited)</i>	<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>
Net Cash Provided by Operating Activities	\$ 1,118,385	\$ 840,959
Net Cash Used for Investing Activities	(1,012,116)	(1,484,203)
Net Cash Provided by (Used for) Financing Activities	(80,108)	653,668
Net Increase (Decrease) in Cash	<u>\$ 26,161</u>	<u>\$ 10,424</u>

#### *Cash Flows from Operating Activities*

Net cash provided by operating activities for the nine months ended September 30, 2024 was \$1,118.4 million, compared to \$841.0 million in the same period of the prior year. This increase was due to significantly higher production volumes, offset by lower realized natural gas prices (including the effect of settled derivatives) and higher operating costs. Net cash provided by operating activities is affected by working capital changes or the timing of cash receipts and disbursements. Changes in working capital and other items (as reflected in our statements of cash flows) in the nine months ended September 30, 2024 was a surplus of \$14.7 million compared to a deficit of \$82.6 million in the same period of the prior year.

#### *Cash Flows from Investing Activities*

Cash flows used in investing activities during the nine months ended September 30, 2024 and 2023 were \$1,012.1 million and \$1,484.2 million, respectively. The decrease in cash used in investing activities for the first nine months of 2024 as compared to the same period of 2023 was attributable to a \$471.6 million decrease in our capital expenditures for oil and natural gas properties spending. Additionally, the amount of capital expenditures included in accounts payable (and thus not included in cash flows from investing activities) was \$232.6 million and \$281.5 million at September 30, 2024 and 2023, respectively.

Our cash flows used in investing activities reflects actual cash spending, which can lag several months from when the related costs were incurred. As a result, our actual cash spending is not always reflective of current levels of development activity. For instance, during the nine months ended September 30, 2024, our capitalized costs incurred, excluding non-cash consideration, for oil and natural gas properties (e.g., drilling and completion costs, acquisitions, and other capital expenditures) amounted to \$1,082.5 million, while the actual cash spend in this regard amounted to \$1,012.0 million.

Development and acquisition activities are discretionary. We monitor our capital expenditures on a regular basis, adjusting the amount up or down, and between projects, depending on projected commodity prices, cash flows and returns. Our cash spend for development and acquisition activities for the nine months ended September 30, 2024 and 2023 are summarized in the following table:

<i>(In thousands, unaudited)</i>	<b>Nine Months Ended September 30,</b>	
	<b>2024</b>	<b>2023</b>
Drilling and Development Capital Expenditures	\$ 630,988	\$ 484,322
Acquisition of Oil and Natural Gas Properties	378,654	996,650
Other Capital Expenditures	2,361	2,667
Total	<u>\$ 1,012,003</u>	<u>\$ 1,483,639</u>

#### *Cash Flows from Financing Activities*

Net cash used for financing activities was \$80.1 million during the nine months ended September 30, 2024, compared to net cash provided by financing activities of \$653.7 million during the nine months ended September 30, 2023. For the nine months ended September 30, 2024, cash used for financing activities was primarily related to \$120.2 million of common stock dividend payments and \$69.3 million in repurchases of common stock, which was partially offset by \$114.0 million of net advances under our Revolving Credit Facility. For the nine months ended September 30, 2023, cash provided by financing activities was primarily related to the issuance of the Senior Notes due 2031 of \$492.8 million, the issuance of common stock of \$224.7 million, and \$65.0 million of net advances under our Revolving Credit Facility, partially offset by \$88.7 million of common stock dividend payments, \$18.4 million in repurchases of our Senior Notes due 2028, and \$8.0 million in repurchases of common stock.

### ***Revolving Credit Facility***

We have entered into a Revolving Credit Facility with Wells Fargo Bank, as administrative agent, and the lenders from time to time party thereto. The Revolving Credit Facility is subject to a borrowing base with maximum loan value to be assigned to the proved reserves attributable to our oil and gas properties. As of September 30, 2024, the Revolving Credit Facility had a borrowing base of \$1.8 billion and an elected commitment amount of \$1.5 billion, and we had \$275.0 million in borrowings outstanding under the facility, leaving \$1.2 billion in available committed borrowing capacity. See Note 4 to our condensed financial statements for further details regarding the Revolving Credit Facility.

### ***Senior Notes due 2028***

As of September 30, 2024, we had outstanding \$705.1 million aggregate principal amount of our Senior Notes due 2028. See Note 4 to our condensed financial statements for further details regarding the Senior Notes due 2028.

### ***Senior Notes due 2031***

As of September 30, 2024, we had outstanding \$500.0 million aggregate principal amount of our Senior Notes due 2031. See Note 4 to our condensed financial statements for further details regarding the Senior Notes due 2031.

### ***Convertible Notes due 2029***

As of September 30, 2024, we had outstanding \$500.0 million aggregate principal amount of our Convertible Notes. See Note 4 to our condensed financial statements for further details regarding the Convertible Notes.

### ***Effects of Inflation and Pricing***

The oil and natural gas industry is very cyclical and the demand for goods and services of oil field companies, suppliers and others associated with the industry put extreme pressure on the economic stability and pricing structure within the industry. Typically, as prices for oil and natural gas increase, so do all associated costs. Conversely, in a period of declining prices, associated cost declines are likely to lag and may not adjust downward in proportion. Material changes in prices also impact our current revenue stream, estimates of future reserves, borrowing base calculations of bank loans, impairment assessments of oil and natural gas properties, and values of properties in purchase and sale transactions. Material changes in prices can impact the value of oil and natural gas companies and their ability to raise capital, borrow money and retain personnel. Based on current conditions and expectations, we are not budgeting for any significant change in per well drilling and completion and other associated costs in 2024 compared to 2023.

### ***Contractual Obligations and Commitments***

Please see our disclosure of contractual obligations and commitments as of December 31, 2023, included in Part II, Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### ***Critical Accounting Estimates***

Critical accounting estimates are those estimates made in accordance with GAAP that involve a significant level of estimation uncertainty and have had or are reasonably likely to have a material impact on our financial condition or results of operations. Our critical accounting estimates include impairment testing of natural gas and crude oil production properties, derivative instruments and hedging activity, and income taxes. There were no material changes in our critical accounting estimates from those reported in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

A description of our critical accounting policies, including estimates, was provided in Note 2 to our financial statements provided in Part II, Item 8 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023.

### ***Item 3. Quantitative and Qualitative Disclosures about Market Risk***

Our quantitative and qualitative disclosures about market risk for changes in commodity prices and interest rates are included in Item 7A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and, except as set forth below, have not materially changed since that report was filed.

## Commodity Price Risk

The price we receive for our oil and natural gas production heavily influences our revenue, profitability, access to capital and future rate of growth. Oil and natural gas are commodities and, therefore, their prices are subject to wide fluctuations in response to relatively minor changes in supply and demand and other factors. Historically, the markets for oil and natural gas have been volatile, and we believe these markets will likely continue to be volatile in the future. The prices we receive for our production depend on numerous factors beyond our control. Our revenue generally would have increased or decreased along with any increases or decreases in oil or natural gas prices, but the exact impact on our income is indeterminable given the variety of expenses associated with producing and selling oil that also increase and decrease along with oil prices.

We enter into derivative contracts to achieve a more predictable cash flow by reducing our exposure to commodity price volatility. All derivative positions are carried at their fair value on the balance sheet and are marked-to-market at the end of each period. Any realized gains and losses on settled derivatives, as well as mark-to-market gains or losses, are aggregated and recorded to gain (loss) on derivative instruments, net on the statements of operations rather than as a component of other comprehensive income or other income (expense).

We generally use derivatives to economically hedge a significant, but varying portion of our anticipated future production. Any payments due to counterparties under our derivative contracts are funded by proceeds received from the sale of our production. Production receipts, however, lag payments to the counterparties. Any interim cash needs are funded by cash from operations or borrowings under our Revolving Credit Facility.

The following table summarizes our open crude oil derivative contracts as of September 30, 2024, by fiscal quarter.

Crude Oil Contracts						
Contract Period	Swaps <sup>(1)</sup>		Collars			
	Volume (Bbls)	Weighted Average Price (\$/Bbl)	Volume Ceiling (Bbls)	Volume Floor (Bbls)	Weighted Average Ceiling Price (\$/Bbl)	Weighted Average Floor Price (\$/Bbl)
<b>2024:</b>						
Q4	2,527,109	\$ 74.06	2,195,749	1,998,800	\$ 81.32	\$ 71.58
<b>2025:</b>						
Q1	2,861,199	\$ 74.84	2,303,286	1,889,849	\$ 78.25	\$ 69.68
Q2	2,468,158	74.52	2,047,671	1,655,233	77.58	69.55
Q3	1,693,969	73.47	1,844,994	1,449,970	77.57	69.26
Q4	1,649,836	73.18	1,818,511	1,423,487	77.73	69.26
<b>2026:</b>						
Q1	173,726	\$ 68.50	1,055,726	714,289	\$ 74.46	\$ 66.44
Q2	175,657	68.39	1,067,457	722,227	74.46	66.44
Q3	177,587	68.29	1,079,187	730,163	74.46	66.44
Q4	177,587	68.16	1,079,187	730,163	74.46	66.44

<sup>(1)</sup> This table does not include volumes subject to swaptions and call options, which are crude oil derivative contracts we have entered into which may increase our swapped volumes at the option of our counterparties. This table also does not include basis swaps. See Note 10 to our condensed financial statements for further details regarding our commodity derivatives, including the swaptions and call options that are not included in the foregoing table.

The following table summarizes our open natural gas derivative contracts as of September 30, 2024, by fiscal quarter.

Natural Gas Contracts						
Contract Period	Swaps <sup>(1)</sup>		Collars			
	Volume (MMBTU)	Weighted Average Price (\$/MMBTU)	Volume Ceiling (MMBTU)	Volume Floor (MMBTU)	Weighted Average Ceiling Price (\$/MMBTU)	Weighted Average Floor Price (\$/MMBTU)
<b>2024:</b>						
Q4	7,097,909	\$ 3.46	5,490,000	5,490,000	\$ 4.31	\$ 3.04
<b>2025:</b>						
Q1	4,810,000	\$ 3.58	9,880,734	9,880,734	\$ 5.19	\$ 3.12
Q2	2,420,000	3.55	8,864,216	8,864,216	4.81	3.13
Q3	1,840,000	3.55	8,396,781	8,396,781	4.81	3.13
Q4	1,840,000	3.55	8,428,797	8,428,797	4.90	3.12
<b>2026:</b>						
Q1	1,350,000	\$ 3.74	5,893,735	5,893,735	\$ 5.06	\$ 3.09
Q2	1,365,000	3.74	5,959,220	5,959,220	5.06	3.09
Q3	1,380,000	3.74	6,024,706	6,024,706	5.06	3.09
Q4	1,380,000	3.74	6,024,706	6,024,706	5.06	3.09
<b>2027:</b>						
Q1	—	\$ —	900,000	900,000	\$ 3.83	\$ 3.00
Q2	—	—	910,000	910,000	3.83	3.00
Q3	—	—	920,000	920,000	3.83	3.00
Q4	—	—	920,000	920,000	3.83	3.00

<sup>(1)</sup> This table does not include volumes subject to swaptions and call options, which are natural gas derivative contracts we have entered into which may increase our swapped volumes at the option of our counterparties. This table also does not include basis swaps. See Note 10 to our condensed financial statements for further details regarding our commodity derivatives, including the call options and basis swaps that are not included in the foregoing table.

#### Interest Rate Risk

Our long-term debt as of September 30, 2024 was comprised of borrowings that contain fixed and floating interest rates. Our Senior Notes due 2028, Senior Notes due 2031, and Convertible Notes bear cash interest at fixed rates. Our Revolving Credit Facility interest rate is a floating rate option that is designated by us within the parameters established by the underlying agreement (see Note 4 to our condensed financial statements).

From time to time, the Company may use interest rate swaps to effectively convert a portion of its variable rate indebtedness to fixed rate indebtedness. The following table summarizes our open interest rate derivative contracts as of September 30, 2024.

Contract Period	Fixed Rate Swap Agreements		
	Notional Amount	Fixed Rate	Floating Benchmark
October 1, 2024 - October 1, 2026	\$ 25,000,000	3.423 %	USD-SOFR CME

Changes in interest rates can impact results of operations and cash flows. A 1% increase in short-term interest rates on our floating-rate debt outstanding at September 30, 2024 would cost us approximately \$2.8 million in additional annual interest expense.

#### **Item 4. Controls and Procedures.**

##### **Evaluation of Disclosure Controls and Procedures**

We maintain a system of disclosure controls and procedures that is designed to ensure that information required to be disclosed in our Securities Exchange Act of 1934, as amended (“Exchange Act”), reports is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

As of September 30, 2024, our management, including our principal executive officer and principal financial officer, had evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) pursuant to Rule 13a-15(b) under the Exchange Act. Based upon and as of the date of the evaluation, our principal executive officer and principal financial officer concluded that information required to be disclosed is recorded, processed, summarized and reported within the specified periods and is accumulated and communicated to management, including our principal executive officer and principal financial officer, to allow for timely decisions regarding required disclosure of material information required to be included in our periodic SEC reports. Based on the foregoing, our management determined that our disclosure controls and procedures were effective as of September 30, 2024.

##### **Changes in Internal Control over Financial Reporting**

No change in our Company’s internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) occurred during the quarter ended September 30, 2024, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

**PART II - OTHER INFORMATION****Item 1. Legal Proceedings.**

Our Company is subject from time to time to litigation claims and governmental and regulatory proceedings arising in the ordinary course of business.

**Item 1A. Risk Factors.**

There have been no material changes to the risk factors disclosed in the “Risk Factors” section of our Annual Report on Form 10-K filed with the SEC for the period ended December 31, 2023.

**Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.****Unregistered Sales of Equity Securities and Use of Proceeds**

None.

**Issuer Purchases of Equity Securities**

The table below sets forth the information with respect to purchases made by or on behalf of the Company, or any “affiliated purchaser” (as defined in Rule 10b-18(a)(3) under the Exchange Act) of our common stock during the quarter ended September 30, 2024.

Period	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs <sup>(1)</sup>
<b>Month #1</b>				
July 1, 2024 to July 22, 2024	—	\$ —	—	\$32.6 million
July 23, 2024 to July 31, 2024	—	\$ —	—	\$150.0 million
<b>Month #2</b>				
August 1, 2024 to August 31, 2024	266,464	\$ 37.55	266,464	\$140.0 million
<b>Month #3</b>				
September 1, 2024 to September 30, 2024	130,837	\$ 34.01	130,837	\$135.5 million
<b>Total</b>	<b>397,301</b>	<b>\$ 36.38</b>	<b>397,301</b>	<b>\$135.5 million</b>

(1) On May 3, 2022, the Company’s board of directors approved and the Company promptly announced a stock repurchase program to acquire up to \$150 million of shares of our outstanding common stock. On July 23, 2024, the Company’s board of directors terminated the prior stock repurchase program, and approved and promptly announced a new stock repurchase program to acquire up to \$150 million of the Company’s outstanding common stock. The stock repurchase program allows the Company to repurchase its shares from time to time in the open market, block transactions and in negotiated transactions.

**Item 3. Defaults Upon Senior Securities.**

None.

**Item 4. *Mine Safety Disclosures.***

Not applicable.

**Item 5. *Other Information.***

- (a) None.
- (b) None.
- (c) During the quarter ended September 30, 2024, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.



**Item 6. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>	<b>Reference</b>
<a href="#">3.1</a>	Restated Certificate of Incorporation of Northern Oil and Gas, Inc., dated August 24, 2018	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on August 27, 2018
<a href="#">3.2</a>	Certificate of Amendment to the Restated Certificate of Incorporation of Northern Oil and Gas, Inc., dated September 18, 2020	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on September 24, 2020
<a href="#">3.3</a>	Certificate of Amendment of Restated Certificate of Incorporation of Northern Oil and Gas, Inc., dated May 23, 2024	Incorporated by reference to Exhibit 3.3 to the Registrant's Quarterly Report on Form 10-Q filed with the SEC on July 31, 2024
<a href="#">3.4</a>	Amended and Restated Bylaws of Northern Oil and Gas, Inc.	Incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed with the SEC on January 20, 2023
<a href="#">10.1</a> *	Form of August 2024 Performance-Based Restricted Stock Unit Award Agreement (Compound Annualized TSR) under the Northern Oil and Gas, Inc. Amended and Restated 2018 Equity Incentive Plan	Filed herewith
<a href="#">10.2</a> *	Form of August 2024 Performance-Based Restricted Stock Unit Award Agreement (Relative TSR) under the Northern Oil and Gas, Inc. Amended and Restated 2018 Equity Incentive Plan	Filed herewith
<a href="#">31.1</a>	Certification of the Principal Executive Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
<a href="#">31.2</a>	Certification of the Principal Financial Officer pursuant to Rule 13a-14(a) or 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	Filed herewith
<a href="#">32.1</a>	Certification of the Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Filed herewith
101.INS	Inline XBRL Instance Document	Filed herewith
101.SCH	Inline XBRL Taxonomy Extension Schema Document	Filed herewith
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	Filed herewith
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	Filed herewith
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	Filed herewith
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	Filed herewith
104	The cover page from Northern Oil and Gas, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, formatted in Inline XBRL and contained in Exhibit 101	Filed herewith

\* Management contract or compensatory plan or arrangement required to be filed as an exhibit to this report.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

**NORTHERN OIL AND GAS, INC.**

Date: November 6, 2024 By: /s/ Nicholas O'Grady  
Nicholas O'Grady, Chief Executive Officer  
(on behalf of Registrant)

Date: November 6, 2024 By: /s/ Chad Allen  
Chad Allen, Chief Financial Officer and principal financial and accounting officer  
(on behalf of Registrant)

NORTHERN OIL AND GAS, INC.  
 AMENDED AND RESTATED 2018 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD GRANT NOTICE  
 (COMPOUND ANNUALIZED TSR)

Pursuant to the terms and conditions of the Northern Oil and Gas, Inc. Amended and Restated 2018 Equity Incentive Plan (the “*Plan*”), Northern Oil and Gas, Inc. (the “*Company*”) hereby grants to the individual listed below (“*you*” or the “*Participant*”) the following performance-based restricted stock unit award (this “*Award*”) set forth below in this Performance-Based Restricted Stock Unit Award Grant Notice (this “*Grant Notice*”) in order to increase your equity investment in the Company to further align your interests as a senior leader of the Company with the economic interests of the Company’s shareholders. This Award is subject to the terms and conditions set forth herein, in the Performance-Based Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the “*Agreement*”) and in the Plan, each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

**Participant:** \_\_\_\_\_  
**Date of Grant:** \_\_\_\_\_ (the “*Date of Grant*”).

**Award Type and Description:** Stock Unit Award pursuant to Section 10 of the Plan. With respect to the Performance Period as defined below, your right to receive the number of Shares calculated in accordance with Section 1(b) of the Agreement shall vest and become earned and nonforfeitable upon (i) your satisfaction of the “Service Requirement” set forth below and (ii) the Committee’s certification of the level of achievement of the Performance Goal (defined below). The percentage of the Target Amount actually earned during the Performance Period upon satisfaction of the foregoing requirements is referred to herein as the “*Earned Amount*.”

**Target Number of Performance-Based Restricted Stock Units:** \_\_\_\_\_ (the “*Target Amount*”).

**Performance Period:** The period commencing as of January 1, 2024 and ending December 31, 2026 (the “*Performance Period*”).

**Service Requirement:**

Except as provided in Section 2 of the Agreement, the Service Requirement will be satisfied so long as you remain in continuous Service, as applicable, from the Date of Grant through the last day of the Performance Period; *provided, that*, the Award will be forfeited for no consideration if your employment is terminated by the Company for Cause between the last day of the Performance Period and the Payout Determination Date (as defined in the Agreement). Notwithstanding anything to the contrary in the Agreement, for purposes of the Award, unless the Company expressly agrees otherwise in writing, the date of termination of your employment with the Company will be the date that the Company delivers to you or receives from you, as applicable, a written notice of such termination; provided, that in the event of your resignation for Good Reason the date of termination of your employment will be your final date of employment with the Company.

For purposes of this Grant Notice and the Agreement attached hereto as Exhibit A, “*Service*” means, prior to any written notice of termination, the provision of services by the Participant to the Company or any Affiliate in any Service Provider capacity. A Service Provider’s Service shall be deemed to have terminated either upon the earliest of (i) the delivery of a written notice of termination (other than for Good Reason, as described below), (ii) an actual cessation of providing services to the Company or any Affiliate or (iii) upon the entity to which the Service Provider provides services ceasing to be an Affiliate. Except as otherwise provided in this Grant Notice, the Agreement or the Plan, Service shall not be deemed terminated in the case of (w) your delivery of a notice of resignation for Good Reason; (x) any approved leave of absence; (y) transfers among the Company and any Affiliates in any Service Provider capacity; or (z) any change in status so long as the individual remains in the service of the Company or any Affiliate in any Service Provider capacity.

**Performance Goal:**

The “*Performance Goal*” for the Performance Period is based on the Company’s achievement with respect to cumulative, compound annualized total shareholder return, as described in Exhibit B attached hereto.

**Settlement:**

The Earned Amount shall be settled in Shares in accordance with Section 3 of the Agreement.

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Company has caused this Grant Notice to be executed by an officer thereunto duly authorized, and the Participant has executed this Grant Notice, effective for all purposes as provided above.

**NORTHERN OIL AND GAS, INC.**

By: \_\_\_\_\_  
Title:  
Name:

**PARTICIPANT**

\_\_\_\_\_  
Name:

## EXHIBIT A

### PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

This Performance-Based Restricted Stock Unit Award Agreement (together with the Grant Notice to which this Agreement is attached and Exhibit B attached thereto, this “*Agreement*”) is made as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached by and between Northern Oil and Gas, Inc., a Delaware corporation (the “*Company*”), and [●] (the “*Participant*”). Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

#### 1. Award.

(a) In consideration of the Participant’s past and/or continued Service and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Date of Grant, the Company hereby grants to the Participant the Target Amount set forth in the Grant Notice on the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) This Award represents the right to receive the Earned Amount as set forth in Section 2, subject to the terms and conditions set forth in this Agreement and the Plan; *provided, however*, that, depending on the level of performance determined to be attained with respect to the Performance Goal for the Performance Period, the portion of the Target Amount that may vest and become the Earned Amount hereunder may range from 0% to 150% of the Target Amount.

#### 2. Vesting and Forfeiture.

(a) The Target Amount shall vest and become the Earned Amount based on (i) the Participant’s satisfaction of the Service Requirement and (ii) the extent to which the Company has satisfied the Performance Goal set forth in the Grant Notice, which shall be determined by the Committee in its sole discretion as of the date the Committee certifies the level of achievement of the Performance Goal with respect to the Performance Period, which shall be no later than 30 days following the end of the Performance Period (the date of such certification, a “*Payout Determination Date*”).

(b) In the event of the Participant’s Restrictive Covenant Breach (as defined below) or a termination of the Participant’s Service due to the Participant’s termination by the Company for Cause prior to the Payout Determination Date, any portion of the Target Amount or Earned Amount (if any) (and all rights arising from such unearned portion of the Target Amount or such portion of the Earned Amount and from being a holder thereof) will terminate automatically without any further action by the Company and all vested and unvested restricted stock units will be forfeited without further notice and at no cost to the Company.

(c) Upon the termination of the Participant’s Service due to the Participant’s (i) death or Disability, (ii) termination by the Company without Cause, (iii) resignation for Good Reason (as defined below) or (iv) resignation due to Normal Retirement (as defined below), a pro-rated portion of the Earned Amount will become vested at the end of the Performance Period based on and to the extent to which the Company has satisfied the Performance Goal set forth in the Grant Notice, which shall be determined by the Committee in its sole good faith discretion as of the Payout Determination Date, with such portion determined by multiplying the Earned Amount by a fraction, (1) the numerator of which equals the number of calendar months that the Participant was providing Services during the Performance Period and (2) the denominator of which equals the number of calendar months in the Performance Period.

For purposes of this Agreement, “*Good Reason*” has the meaning set forth in the Participant’s employment agreement or any other agreement governing the Participant’s service relationship with the Company or, in the absence of such agreement or the use of such term in such agreement, means any one of the following without the

Participant's prior written consent: (i) a material diminution of the Participant's authority or duties (including, without limitation, (1) the continuous assignment to the Participant of any duties materially inconsistent with the Participant's position with the Company, or (2) a material diminution in the nature or status of the Participant's responsibilities); *provided, however*, that in no event will the Board's strategic determination that the financial condition of the Company warrants a reduction in M&A activity, expenditures or capital allocations be considered a diminution in responsibility or authority for this purpose; (ii) the Company effects a material diminution of the Participant's base compensation, unless such diminution is pursuant to a reduction of no more than twenty-five percent (25%) applied consistently (on a percentage basis) across-the-board to all senior executive officers of the Company; (iii) the removal of the Participant from the Participant's current position with the Company, (iv) any requirement that the Participant, without the Participant's prior written consent, move the Participant's regular office to a location more than 100 miles from the Company's current offices in Minnetonka, MN; or (v) any material breach by the Company of any employment agreement between the Company and the Participant or any other material agreement in writing between the Participant and the Company. Notwithstanding the foregoing, no event or condition described above shall constitute Good Reason unless, (i) within 90 days following the Participant's actual knowledge of the event which the Participant determines constitutes Good Reason, the Participant notifies the Company in writing that the Participant has determined a Good Reason exists and specifies the event creating Good Reason, (ii) following receipt of such notice, the Company fails to remedy such event within 30 days, and (iii) the Participant terminates his employment with the Company immediately following the expiration of such 30-day period. Both conditions must be met for the Participant to have a Good Reason to terminate the Participant's employment.

For purposes of this Agreement, "**Normal Retirement**" has the meaning set forth in the Participant's employment agreement or any other agreement governing the Participant's service relationship with the Company or, in the absence of such agreement or the use of such term in such agreement, means the termination of the Participant's Service due to the Participant's voluntary retirement on or after the date that the Participant attains age fifty-five (55) and the attainment of ten (10) years of Service, and at a time when no grounds for termination for Cause exist.

For purposes of this Agreement, "**Restrictive Covenant Breach**" means, as determined in the Board's sole good faith discretion, the Participant's breach of any provision set forth in Sections 11 or 12 hereof, of any other restrictive covenant obligations set forth in any agreement between the Participant and the Company or any of its Affiliates or any notice obligations set forth in an employment agreement with the Company or any of its Affiliates.

(d) Notwithstanding Section 2(c) above, upon the termination of the Participant's Service due to the Participant's (i) death or Disability, (ii) termination by the Company without Cause, or (iii) resignation for Good Reason, in each case, on or within twenty-four (24) months following a Change in Control, the Award shall immediately vest and become the Earned Amount with performance deemed achieved at the greater of (A) target performance or (B) actual performance through the date of such termination.

(e) Except as otherwise provided in this Section 2, any portion of the Target Amount that does not become the Earned Amount (and all rights arising from such unearned portion of the Target Amount and from being a holder thereof) will terminate automatically without any further action by the Company and will be forfeited without further notice and at no cost to the Company.

3. **Dividend Equivalents.** In the event that the Company declares and pays a cash dividend in respect of its outstanding shares of Stock and, on the record date for such dividend, the Award granted pursuant to this Agreement is outstanding and has not yet been settled, the Company shall pay to the Participant an amount in cash equal to the cash dividends the Participant would have received if the Participant was the holder of record, as of such record date, of a number of shares equal to the Earned Amount, and such payment will be made on the date on which the Earned Amount is settled in accordance with Section 4. For purposes of clarity, if the Award (or any portion thereof) is forfeited by the Participant pursuant to the terms of this Agreement, then the Participant shall also forfeit the dividend equivalents, if any, accrued with respect to such forfeited Award. No interest will accrue on the dividend equivalents between the declaration and payment of the applicable dividends and the settlement of the dividend equivalents.

4. **Settlement of this Award.** As soon as administratively practicable following the Committee's certification of the level of attainment of the Performance Goal on the Payout Determination Date, but in no event later than 15 days following the Payout Determination Date, the Company shall deliver to the Participant a number of Shares equal to the Earned Amount, with the number of Shares rounded (to the nearest whole number). Neither this Section 4 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind.

5. **Tax Withholding.** To the extent that the receipt, vesting or settlement of this Award results in compensation income or wages to the Participant for federal, state, local and/or foreign tax purposes, the Company or an Affiliate may withhold and deduct from any amounts otherwise payable to the Participant in settlement of the Earned Amount hereunder any federal, state, local and/or foreign taxes as may be required pursuant to any law or governmental regulation or rules. In the discretion of the Committee, withholding may be satisfied by Share withholding, with the amount of tax liability determined based on a rate up to the maximum tax rate applicable to the Participant. The Participant acknowledges and agrees that none of the Board, the Committee, the Company or an Affiliate have made any representation or warranty as to the tax consequences to the Participant as a result of the receipt, vesting or settlement of this Award pursuant to this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the receipt, vesting or settlement of this Award and that the Participant has been advised, and hereby is advised, to consult a tax advisor. The Participant represents that the Participant is in no manner relying on the Board, the Committee, the Company or an Affiliate or any of their respective managers, directors, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

6. **Non-Transferability.** During the lifetime of the Participant, no portion of this Award or any interest or right therein may be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution. Neither this Award nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or the Participant's successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

7. **Compliance with Applicable Law.** Notwithstanding any provision of this Agreement to the contrary, the issuance of Shares hereunder will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Shares may then be listed. No Shares will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, Shares will not be issued hereunder unless (a) a registration statement under the Securities Act is in effect at the time of such issuance with respect to the Shares to be issued or (b) in the opinion of legal counsel to the Company, the Shares to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Shares hereunder will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance of Shares hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

8. **Rights as a Stockholder.** Except as expressly provided pursuant to Section 3, the Participant shall have no rights as a stockholder of the Company with respect to any Shares that may become deliverable hereunder unless and until the Participant has become the holder of record of such Shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such Shares, except as otherwise specifically provided for in the Plan or this Agreement.



9. **Execution of Receipts and Releases.** Any issuance or transfer of Shares or other property to the Participant or the Participant's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such Person hereunder. As a condition precedent to such settlement or issuance upon a Participant's termination of Service, the Company may require the Participant or the Participant's legal representative, heir, legatee or distributee to execute (and not revoke within any time provided to do so) a release and receipt therefor in such form as it shall determine appropriate; provided, however, that any review period under such release will not modify the date of settlement with respect to the Earned Amount.

10. **No Right to Continued Service or Awards.** For purposes of this Agreement, the Participant shall be considered to be in the employment of the Company until such time the Company (or an Affiliate, or a corporation or other entity, or a parent or subsidiary of such corporation or other entity assuming or substituting a new award for the Award) or the Participant delivers a notice of termination as described therein or, in the case of a resignation for Good Reason, the Participant actually terminates employment following a resignation for Good Reason. Without limiting the scope of the preceding sentence, it is specifically provided that the Participant shall be considered to have terminated employment with the Company or an Affiliate at the time such entity or other organization that employs the Participant ceases to be considered an Affiliate within the meaning of that term as provided in the Plan such that, immediately following the termination of such "Affiliate" status, the Participant is no longer employed by the Company or an Affiliate. Nothing in the adoption of the Plan, nor the grant of this Award thereunder pursuant to this Agreement, shall confer upon the Participant the right to continued employment by, or a continued service relationship with, the Company or an Affiliate, or any other entity, or affect in any way the right of the Company or any such Affiliate, or any other entity to terminate such employment or other service relationship at any time. Any question as to whether and when there has been a termination of the Participant's employment with the Company or an Affiliate or other entity, and the cause of such termination, shall be determined by the Committee, and its determination shall be final and binding on all parties. The grant of this Award is a one-time benefit and does not create any contractual or other right to receive a grant of Awards or benefits in lieu of Awards in the future. Any future Awards will be granted at the sole discretion of the Company.

11. **Confidential Information.** During the period in which the Participant is an equity owner in the Company or holder of this Award, the Company may provide the Participant with, and the Participant will have access to, Confidential Information (as defined below). In consideration of the Participant's receipt of and access to such Confidential Information, and as a condition of the Participant receiving a grant of additional equity incentives from the Company, the Participant shall comply with this Section 11.

(a) Except as expressly permitted by this Agreement, the Participant shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company. The Participant acknowledges and agrees that the Participant would inevitably use and disclose Confidential Information in violation of this Section 11 if the Participant were to violate any of the covenants set forth in Section 12. The Participant shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). Except to the extent required for the performance of the Participant's duties on behalf of the Company, the Participant shall not remove from facilities of the Company any information, property, equipment, drawings, notes, reports, manuals, invention records, computer software, customer information, or other data or materials that relate in any way to the Confidential Information, whether paper or electronic and whether produced by the Participant or obtained by the Company. The covenants of this Section 11(a) shall apply to all Confidential Information, whether now known or later to become known to the Participant during the period that the Participant is employed by or affiliated with the Company.

(b) Notwithstanding any provision of Section 11(a), to the contrary, the Participant may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees, officers or directors of the Company who have a need to know the information in connection with the business of the Company;

(ii) disclosures to customers and suppliers when, in the reasonable and good faith belief of the Participant, such disclosure is in connection with the Participant's performance of the Participant's duties under this Agreement and is in the best interests of the Company;

(iii) disclosures and uses that are approved in writing by the Board or (unless the Participant is the Chief Executive Officer of the Company) the Chief Executive Officer of the Company; or

(iv) disclosures to a person or entity that has (x) been retained by the Company to provide services to the Company and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon request of the Company, the Participant shall promptly and permanently surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company property (including any Company-issued computer, mobile device or other equipment) in the Participant's possession, custody or control and the Participant shall not retain any such documents or other materials or property of the Company. Within ten (10) days of any such request, the Participant shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) "**Confidential Information**" means all confidential, competitively valuable, non-public or proprietary information that is conceived, made, developed or acquired by or disclosed to the Participant (whether conveyed orally or in writing), individually or in conjunction with others, during the period that the Participant is employed by or otherwise affiliated with the Company (whether during business hours or otherwise and whether on the Company's premises or otherwise) including: (i) technical information of the Company, its Affiliates, its investors, customers, vendors, suppliers or other third parties, including computer programs, software, databases, data, ideas, know-how, formulae, compositions, processes, discoveries, machines, inventions (whether patentable or not), designs, developmental or experimental work, techniques, improvements, work in process, research or test results, original works of authorship, training programs and procedures, diagrams, charts, business and product development plans, and similar items; (ii) information relating to the Company's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) or pursuant to which the Company owes a confidentiality obligation; and (iii) other valuable, confidential information and trade secrets the Company, its Affiliates, its customers or other third parties including, but not limited to, type curves, well performance algorithms, equations to simulate investment underwriting, proprietary geological analysis and relevant data. Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (A) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of the Participant or any of the Participant's agents; (B) was available to the Participant on a non-confidential basis before its disclosure by the Company; (C) becomes available to the Participant on a non-confidential basis from a source other than the Company; *provided, however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, the Company; or (D) is required to be disclosed by applicable law.

(e) Notwithstanding the foregoing, nothing in this Agreement or in any other agreement between the Participant and the Company shall prohibit or restrict the Participant from lawfully: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law, (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to,

any governmental agency, legislative body or any self-regulatory organization, including, but not limited to, the Department of Justice, the SEC, the Congress, and any agency Inspector General, (iii) accepting any SEC Awards, or (iv) making other disclosures under the whistleblower provisions of federal law or regulation. In addition, nothing in this Agreement or any other agreement or Company policy prohibits or restricts the Participant from initiating communications with, or responding to any inquiry from, any administrative, governmental, regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. The Participant does not need the prior authorization of the Company to make any such reports or disclosures and the Participant will not be required to notify the Company that such reports or disclosures have been made. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires the Participant to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that the Participant has engaged in any such conduct.

12. **Non-Competition; Non-Solicitation; Non-Disparagement.** In consideration for the grant of equity incentive Award represented by this Agreement, and as an equity owner of the Company, the Participant agrees that the Participant will not directly or indirectly, as an employee, officer, director, shareholder, proprietor, agent, partner, recruiter, consultant, independent contractor or in any other individual or representative capacity engage in any of the Restricted Activities in any area within which the Company conducts or is pursuing Company Business, unless such Restricted Activity has previously been approved in writing by the Board after the Participant has provided the Board with full written disclosure of the relevant facts.

(a) **"Restricted Period"** means, during the period commencing on the Date of Grant and continuing until the *earlier* of (i) eighteen (18) months following the termination of the Participant's rights to participate in potential payouts under this Agreement, regardless of the reason for such termination or (ii) eighteen (18) months following the delivery of a written notice of termination of Participant's service.

(b) **"Restricted Activities"** means and includes the following:

(i) Conducting, engaging or participating, directly or indirectly, as an employee, agent, independent contractor, consultant, advisor, partner, shareholder, investor, lender, underwriter or in any other similar capacity, in any business that directly competes with any part of the Company Business (as defined below); provided, however, that for purposes of this Section 12(b)(i) only, the term Company Business shall be narrowly construed and geographically limited to the states of Ohio, North Dakota, South Dakota, Montana, Texas, New Mexico and Pennsylvania or any other shale play in which the Company conducts Company Business, or any other state in which the Company conducts activities outside of oil and gas as part of the Company Business or has taken material steps in preparation to conduct (and at such time reasonably expects to conduct) Company Business as of the date of termination of Participant's Service with the Company;

(ii) Recruiting, hiring, and/or attempting to recruit or hire, directly or by assisting others, any other employee, temporary or permanent contract, part time or full time of the Company or otherwise soliciting any other employee of the Company for any purposes that would directly or indirectly interfere or conflict with the other employee's employment by the Company. For purposes of this covenant any "other employee" shall refer to employees who provide services to the Company and who are still actively employed by the Company at the time of the attempted recruiting or hiring, or were so employed at any time within six (6) months prior to the time of such attempted recruiting or hiring;

(iii) Using, disclosing, publishing, copying, distributing or communicating any Confidential Information and Trade Secrets (as defined below) to, or for the use or benefit of the Participant or any other person or entity other than the Company; and

(iv) Directly or indirectly interfering with the Company's relationship with any person or entity who, on the date of the Participant's termination of employment or during the eighteen (18)-month period immediately preceding such date of termination, is a customer, shareholder, investor, creditor, client, or vendor or Affiliate thereof.

(c) The Participant agrees that at no time during the Participant's potential participation in payments pursuant to the Agreement or other ownership of an equity interest in the Company or thereafter shall the Participant make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Company or its Affiliates or any of its respective directors, officers or employees. Similarly, the Company agrees that at no time following the termination of the Participant's employment shall the Board or the Company's executive officers (as defined in Section 16 of the Exchange Act) make, cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, performance or character of the Participant. However, the foregoing shall not apply to: (i) any person's statements as a witness in a legal proceeding (as may be ordered by any regulatory agency or court or as otherwise required by law), or (ii) as may be necessary for either party to prosecute any claims relating to the enforcement of this Agreement.

(d) The Company and the Participant acknowledge that the provisions contained in this Section 12 shall not prevent the Participant or the Participant's Affiliates from owning solely as an investment, directly or indirectly, securities of any publicly traded corporation engaged in the Company's Business if the Participant and the Participant's Affiliates do not, directly or indirectly, beneficially own in the aggregate more than five percent (5%) of all classes of outstanding equity securities of such entity.

(e) The Participant and the Company agree that the limitations as to time and scope of activity to be restrained are reasonable and do not impose a greater restraint on the Participant than is necessary to protect the property rights and other business interests of Company.

(f) During the Participant's potential participation in payments pursuant to the Agreement or other ownership of an equity interest in the Company and thereafter, the Participant shall reasonably cooperate with the Company in any internal inquiry or investigation or administrative, regulatory, or judicial proceeding as reasonably requested by the Company (including, without limitation, the Participant being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information, and turning over to the Company all relevant documents that are or may come into the Participant's possession, all at times and on schedules that are reasonably consistent with the Participant's other permitted activities and commitments).

13. For purposes of this Agreement, the following definitions apply:

(a) "**Company Business**" shall mean, except as otherwise provided in Section 12(b)(i), the acquisition, exploration, and development of properties containing oil and natural gas resources for purposes of oil and natural gas production, including minority investment strategies, or other business activities that the Company conducts or has taken material steps in preparation to conduct (and reasonably expects to conduct) at the time of termination; provided, however, that, for so long as the Company does not have any operated oil and gas assets and has not undertaken affirmative steps to engage in operated oil and gas activities, Participant shall not be prohibited from working for businesses that primarily focus on operated oil and gas activities provided the Participant does not engage in or provide services with respect to any non-operated oil and gas investments.

(b) "**Confidential Information and Trade Secrets**" may be written, verbal or recorded by electronic, magnetic or other methods, whether or not expressly identified as "Confidential" by the Company, and includes, but is not limited to, the following information and materials:

(i) Financial information of any kind pertaining to the Company, including, without limitation, information about the profit margins, profitability, pricing, income and expenses of the Company or any

of its products or lines of business and also including, without limitation, any and all information and records relating to the Company's contracts or transactions with, or charges, prices or sales to, its customers, including invoices, proposals, confirmations, bills of lading, statements, accounting records, bids, payment records or any other information or documents regarding amounts charged to or paid by customers, for any products or services which form any part of the Company Business;

(ii) All information about and all communications received from, sent to or exchanged between the Company and any person or entity which has purchased, licensed, exchanged or otherwise entered into a transaction with the Company, or to which the Company has made a proposal with respect to the purchase, sale, license, exchange or other transaction involving any component, products or services which form any part of the Company Business;

(iii) All of the Company's technical data and any information pertaining to the Company Business, including, by way of example, research and development, scientific studies or analyses, details or training methods, and oil and gas technology;

(iv) All customer contact information, which includes information about the identity and location of individuals with decision-making authority at the customer and the particular preferences, needs or requirements of the customer, or such individual, with respect to any of the products, goods, services or equipment which comprise any part of the Company Business, and all information about the particular needs or requirements of a customer based on its geographical, economic or other factors; and

(v) Employee lists, phone numbers and addresses, pay rates, benefits and compensation packages, training programs and manuals, and other confidential information regarding the Company's personnel.

(vi) Notwithstanding the foregoing, "Confidential Information," for purposes of this Agreement, shall not extend to any information: (A) that is or becomes in the public domain through no wrongful act or fault of the Participant; (B) that was already known to the Participant prior to employment with the Company; (C) that is obtained by the Participant from a third party who is not under a duty of nondisclosure owed to the Company; (D) to which the Participant would not otherwise have access by virtue of the Participant's employment or other service relationship with the Company and was independently developed by the Participant without any use of or reliance on any information that, without giving effect to this clause, would be considered Confidential Information and Trade Secrets of the Company; or (E) is required to be disclosed by law; provided, however, that prior to such disclosure the Participant shall deliver timely notice to the Company of such required disclosure and assist the Company in seeking protective relief thereof.

14. **Legal and Equitable Remedies.** The Participant acknowledges that a violation or attempted breach of any of the Participant's covenants and agreements in this Agreement (including, without limitation, Sections 11 and 12) will cause such damage as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, the parties hereto agree that the Company and an Affiliate shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining the Participant or the affiliates, partners or agents of the Participant from such breach or attempted violation of such covenants and agreements, as well as to recover from the Participant any and all costs and expenses sustained or incurred by the Company or an Affiliate in obtaining such an injunction, including reasonable attorneys' fees. The parties to this Agreement agree that no bond or other security shall be required in connection with such injunction. Any exercise by either of the parties to this Agreement of its rights pursuant to this Section 14 shall be cumulative and in addition to any other remedies to which such party may be entitled. As an actual and potential equity owner of the Company, a corporation incorporated under the laws of Delaware, the Participant acknowledges and agrees that the covenants set forth in Section 11 and 12 are a necessary condition and appropriate consideration for the receipt of the opportunity to participate in additional equity interests in the Company pursuant to this Agreement. Accordingly, should the provisions of Section 11 or 12 be deemed unenforceable as written in a contested proceeding to which the Company and the Participant are a party, the Participant acknowledges and agrees that the rights to receive payment of cash or shares pursuant this Agreement

will be null and void, and the Participant will be required to repay to the Company on demand the after-tax value of any shares or cash previously delivered in satisfaction of the Company's obligations pursuant to this Agreement. In addition, in the event of a Restrictive Covenant Breach, no additional amount of cash or shares otherwise payable under this Agreement after the date of such breach will be payable, and all future rights to payments under this Agreement will be canceled automatically.

15. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be delivered to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, unless otherwise designated by the Company in a written notice to the Participant (or other holder):

Northern Oil and Gas, Inc.  
Attn: Chief Legal Officer  
4350 Baker Road, Suite 400  
Minnetonka, Minnesota 55343

If to the Participant, at the Participant's last known address on file with the Company.

Any notice that is delivered personally or by overnight courier or telecopier in the manner provided herein shall be deemed to have been duly given to the Participant when it is mailed by the Company or, if such notice is not mailed to the Participant, upon receipt by the Participant. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

16. **Consent to Electronic Delivery; Electronic Signature.** In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, grant or award notifications and agreements, account statements and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

17. **Corporate Acts.** The existence of this Award shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger, consolidation or other business combination of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

18. **Entire Agreement; Amendment.** This Agreement, together with the Plan, constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to this Award; *provided, however*, that (a) the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company (or an Affiliate or other entity) and the Participant in effect as of the date a determination is to be made under this Agreement; and (b) if the Participant has entered into any written agreement with the Company or an Affiliate regarding the arbitration of disputes (including as part of an employment agreement) (such agreement, an "**Arbitration Agreement**"), then this Agreement shall be subject to the dispute resolution procedures set forth in the Arbitration Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. The Committee may,

in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; *provided, however*, that except as otherwise provided in the Plan or this Agreement, any such amendment that adversely affects the rights of the Participant shall be effective only if it is in writing and signed by both the Participant and an authorized officer of the Company.

19. **Severability and Waiver.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. In the event that any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction because it exceeds the maximum time, geographical, or occupational limitations permitted by applicable law, then such provision(s) shall be and hereby are reformed to the maximum time, geographical, and occupational limitations as may be permitted by applicable law. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such rights continues.

20. **Clawback.** Notwithstanding any provision in this Agreement or the Plan to the contrary, to the extent required by (a) applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any SEC rule or any applicable securities exchange listing standards (a "**Legal Requirement**") and/or (b) any policy that may be adopted or amended by the Board from time to time to the extent required to comply with such Legal Requirement, all settlements in respect of this Award shall be subject to forfeiture, recoupment and/or cancellation to the extent necessary to comply with such Legal Requirement. In addition, in the event of a Restrictive Covenant Breach, in addition to any remedies set forth in Section 14 or as otherwise allowed by law, the Participant will be required to repay to the Company on demand the after-tax value of any shares or cash previously delivered in satisfaction of the Company's obligations pursuant to this Agreement within the twelve (12) months prior to the date of the Restrictive Covenant Breach.

21. **Arbitration.** Other than as set forth in Section 14, any dispute, controversy, or claim between the Participant, on the one hand, and the Company, on the other hand, arising out of, under, pursuant to, or in any way relating to the Participant's employment or other service relationship with the Company, including, without limitation, this Agreement, shall be submitted to and resolved by confidential and binding arbitration ("**Arbitration**") administered by JAMS and conducted pursuant to its Employment and Arbitration Rules & Procedures then in effect. The Arbitration hearing shall take place in Harris County, Texas (or such other location agreed to by the parties). Such Arbitration shall be before three (3) neutral arbitrators (the "**Panel**") licensed to practice law and familiar with employment disputes. Any award rendered in any Arbitration shall be final and binding upon the parties to the Arbitration and not subject to judicial review except as required by law. The Panel may enter a default decision against any party who fails to participate in the Arbitration. The administration fees and expenses of the Arbitration shall be borne by the parties in accordance with and pursuant to JAMS' Employment and Arbitration Rules & Procedures then in effect. To submit a matter to Arbitration, the party seeking redress shall notify in writing, the party against whom such redress is sought, describe the nature of such claim, the provision of this Agreement that has been allegedly violated and the material facts surrounding such claim. The Panel shall render a single written, reasoned decision. The decision of the Panel shall be binding upon the parties to the Arbitration, and after the completion of such Arbitration, the parties to the Arbitration may only institute litigation regarding this Agreement for the sole purpose of enforcing the determination of the Arbitration hearing or, with respect to the Company, to seek injunctive or equitable relief pursuant to the terms of Section 14. The Panel shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the agreement to arbitrate, including any claim that all or part of this Agreement is void or voidable and any claim that an issue is not subject to arbitration. All proceedings conducted pursuant to the agreement to arbitrate, including any order, decision or award of the arbitrator, shall be kept confidential by all parties except to the extent such disclosure is necessary to any legal proceeding, required by law, or in a proceeding to enforce any rights under this Agreement. The Participant acknowledges that, by signing this Agreement, the Participant is waiving any right that the Participant may have to a jury trial or a court trial related to this Agreement.

22. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN, EXCLUSIVE OF THE CONFLICT OF LAWS PROVISIONS OF DELAWARE LAW.

23. **Successors and Assigns.** The Company may assign any of its rights under this Agreement without the Participant's consent. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the Person(s) to whom this Award may be transferred by will or the laws of descent or distribution.

24. **Headings; References; Interpretation.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits, Annexes or Attachments referred to in this Agreement, including, for the avoidance of doubt, the Grant Notice and Exhibit B attached thereto, are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, agreements and instruments refer to such laws, regulations, contracts, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. Unless otherwise specified, all references to "dollars" or "\$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including, for the avoidance of doubt, the Grant Notice and Exhibit B attached thereto, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

25. **Counterparts.** The Grant Notice may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of the Grant Notice by facsimile or portable document format (.pdf) attachment to electronic mail shall be effective as delivery of a manually executed counterpart of the Grant Notice.

26. **Section 409A.** Notwithstanding anything herein or in the Plan to the contrary, this Award is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Nevertheless, to the extent that the Committee determines that this Award is not exempt from Section 409A of the Code, then, if the Participant is deemed to be a "specified employee" within the meaning of Section 409A of the Code, as determined by the Committee, at a time when the Participant becomes eligible for settlement of the Earned Amount pursuant to this Agreement upon the Participant's "separation from service" within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (a) the date that is six months following the Participant's separation from service and (b) the Participant's death. Notwithstanding the foregoing, the Company and its Affiliates make no representations that this Award is exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

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**EXHIBIT B**

**PERFORMANCE GOAL FOR  
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD  
(COMPOUND ANNUALIZED TSR)**

This Exhibit B to the Grant Notice contains the performance requirements and methodology applicable to this Award. Subject to the terms and conditions set forth in the Plan and the Agreement, the portion of the Target Amount subject to this Award, if any, that becomes the Earned Amount during the Performance Period will be determined in accordance with this Exhibit B. Capitalized terms used but not defined herein or in the Agreement shall have the same meaning assigned to them in the Plan.

1. **Performance Goal.**

(a) The Performance Goal applicable to this Award shall be cumulative compound, annualized total shareholder return (“*Compound Annualized TSR*”). Initially, total shareholder return (“*TSR*”) will be calculated as the quotient of (*X plus Y*) divided by *Z*, where:

- “*X*” equals the difference between (i) the average closing price (the “*ACP*”) of a Share for the 20 consecutive trading days ending with the last trading day of the Performance Period, *minus* (ii) the ACP of a Share for the 20 consecutive trading days ending with the last trading day before the start of the Performance Period;
- “*Y*” equals the cumulative amount of dividends and distributions declared in respect of a Share and having a record date during the Performance Period; and
- “*Z*” equals the ACP of a Share for the 20 consecutive trading days ending with the last trading day before the start of the Performance Period.

The Company’s TSR will then be converted into a Compound Annualized TSR by determining the annual rate of return that would yield the TSR over the Performance Period as follows:

$$\text{Compound Annualized TSR} = (1 + \text{TSR})^{(1/N)} - 1$$

N = Number of years in the Performance Period (which will equal 3, unless the calculation is determined as of the date of a Change in Control in connection with the Participant’s termination pursuant to Section 2(d) of the Agreement).

The Committee, in its sole discretion, will equitably adjust the Compound Annualized TSR calculation as necessary for stock splits or other stock dividends.

(b) **Example:**

- ACP of NOG common stock over the last 20 trading days of 202X = \$30.00
- Cumulative dividends paid for which a record date occurred during the performance period (1/1/202X+1 through 12/31/202X+3) = \$5.00
- ACP of NOG common stock over the last 20 trading days of 202X+3 = \$38.00
- $\text{TSR} = (\$38.00 - \$30.00 + \$5.00) / \$30.00 = 43.33\%$
- $\text{Compound Annualized TSR} = (1 + 43.3\%)^{(1/3)} - 1 = 12.75\%$

2. **Compound Annualized TSR.** Subject to the satisfaction of the Service Requirement, the percentage of the Target Amount that becomes the Earned Amount will be determined in accordance with table set forth below. On the Payout Determination Date, the Committee, in its sole discretion, will review, analyze and certify the achievement of the Company's Compound Annualized TSR by multiplying the Target Amount by the applicable multiplier set forth in the table below based on the Compound Annualized TSR calculated in accordance with this Exhibit B:

Performance Level	Compound Annualized TSR	Earned Amount - (Percentage of Target Amount Performance Vested)*
Maximum	≥ 16%	150%
Target	12%	100%
Threshold	8%	50%
< Threshold	< 8%	0%

\*The percentage of the Target Amount that becomes the Earned Amount for performance between the threshold and target achievement levels or between the target and maximum achievement levels will be calculated using linear interpolation. For purposes of clarity, no portion of the Target Amount will become the Earned Amount if the Company does not attain at least the threshold level of Compound Annualized TSR performance for the Performance Period. Any portion of the Target Amount that does not become the Earned Amount in accordance with the Agreement, including this Exhibit B, and all rights arising from such Target Amount and from being a holder thereof will terminate automatically on the Payout Determination Date without further action by the Company and will terminate and be forfeited without further notice and at no cost to the Company.

3. **Additional Factors or Information Regarding Methodology.** Consistent with the terms of the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the terms of the Plan or the Agreement, including this Exhibit B, shall be within the sole discretion of the Committee, and shall be final, conclusive, and binding upon all persons.

NORTHERN OIL AND GAS, INC.  
 AMENDED AND RESTATED 2018 EQUITY INCENTIVE PLAN

PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD GRANT NOTICE  
 (RELATIVE TSR)

Pursuant to the terms and conditions of the Northern Oil and Gas, Inc. Amended and Restated 2018 Equity Incentive Plan (the “*Plan*”), Northern Oil and Gas, Inc. (the “*Company*”) hereby grants to the individual listed below (“*you*” or the “*Participant*”) the following performance-based restricted stock unit award (this “*Award*”) set forth below in this Performance-Based Restricted Stock Unit Award Grant Notice (this “*Grant Notice*”) in order to increase your equity investment in the Company to further align your interests as a senior leader of the Company with the economic interests of the Company’s shareholders. This Award is subject to the terms and conditions set forth herein, in the Performance-Based Restricted Stock Unit Award Agreement attached hereto as Exhibit A (the “*Agreement*”) and in the Plan, each of which is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

**Participant:** \_\_\_\_\_  
**Date of Grant:** \_\_\_\_\_ (the “*Date of Grant*”).

**Award Type and Description:** Stock Unit Award pursuant to Section 10 of the Plan. With respect to the Performance Period as defined below, your right to receive the number of Shares calculated in accordance with Section 1(b) of the Agreement shall vest and become earned and nonforfeitable upon (i) your satisfaction of the “Service Requirement” set forth below and (ii) the Committee’s certification of the level of achievement of the Performance Goal (defined below). The percentage of the Target Amount actually earned during the Performance Period upon satisfaction of the foregoing requirements is referred to herein as the “*Earned Amount*.”

**Target Number of Performance-Based Restricted Stock Units:** \_\_\_\_\_ (the “*Target Amount*”).

**Performance Period:** The period commencing as of January 1, 2024 and ending December 31, 2026 (the “*Performance Period*”).

**Service Requirement:**

Except as provided in Section 2 of the Agreement, the Service Requirement will be satisfied so long as you remain in continuous Service, as applicable, from the Date of Grant through the last day of the Performance Period; *provided, that*, the Award will be forfeited for no consideration if your employment is terminated by the Company for Cause between the last day of the Performance Period and the Payout Determination Date (as defined in the Agreement). Notwithstanding anything to the contrary in the Agreement, for purposes of the Award, unless the Company expressly agrees otherwise in writing, the date of termination of your employment with the Company will be the date that the Company delivers to you or receives from you, as applicable, a written notice of such termination; provided, that in the event of your resignation for Good Reason the date of termination of your employment will be your final date of employment with the Company.

For purposes of this Grant Notice and the Agreement attached hereto as Exhibit A, “*Service*” means, prior to any written notice of termination, the provision of services by the Participant to the Company or any Affiliate in any Service Provider capacity. A Service Provider’s Service shall be deemed to have terminated either upon the earliest of (i) the delivery of a written notice of termination (other than for Good Reason, as described below), (ii) an actual cessation of providing services to the Company or any Affiliate or (iii) upon the entity to which the Service Provider provides services ceasing to be an Affiliate. Except as otherwise provided in this Grant Notice, the Agreement or the Plan, Service shall not be deemed terminated in the case of (w) your delivery of a notice of resignation for Good Reason; (x) any approved leave of absence; (y) transfers among the Company and any Affiliates in any Service Provider capacity; or (z) any change in status so long as the individual remains in the service of the Company or any Affiliate in any Service Provider capacity.

**Performance Goal:**

The “*Performance Goal*” for the Performance Period is based on the Company’s achievement with respect to relative total shareholder return, as described in Exhibit B attached hereto.

**Settlement:**

The Earned Amount shall be settled in Shares in accordance with Section 3 of the Agreement.

By your signature below, you agree to be bound by the terms and conditions of the Plan, the Agreement and this Grant Notice. You acknowledge that you have reviewed the Agreement, the Plan and this Grant Notice in their entirety and fully understand all provisions of the Agreement, the Plan and this Grant Notice. You hereby agree to accept as binding, conclusive and final all decisions or interpretations of the Committee regarding any questions or determinations that arise under the Agreement, the Plan or this Grant Notice. This Grant Notice may be executed in one or more counterparts (including portable document format (.pdf) and facsimile counterparts), each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Company has caused this Grant Notice to be executed by an officer thereunto duly authorized, and the Participant has executed this Grant Notice, effective for all purposes as provided above.

**NORTHERN OIL AND GAS, INC.**

By: \_\_\_\_\_  
Title:  
Name:

**PARTICIPANT**

\_\_\_\_\_  
Name:

Signature Page to  
Performance-Based Restricted Stock Unit Award Grant Notice

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## EXHIBIT A

### PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD AGREEMENT

This Performance-Based Restricted Stock Unit Award Agreement (together with the Grant Notice to which this Agreement is attached and Exhibit B attached thereto, this "**Agreement**") is made as of the Date of Grant set forth in the Grant Notice to which this Agreement is attached by and between Northern Oil and Gas, Inc., a Delaware corporation (the "**Company**"), and [●] (the "**Participant**"). Capitalized terms used but not specifically defined herein shall have the meanings specified in the Plan or the Grant Notice.

#### 1. **Award.**

(a) In consideration of the Participant's past and/or continued Service and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Date of Grant, the Company hereby grants to the Participant the Target Amount set forth in the Grant Notice on the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference as a part of this Agreement. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan shall control.

(b) This Award represents the right to receive the Earned Amount as set forth in Section 2, subject to the terms and conditions set forth in this Agreement and the Plan; *provided, however*, that, depending on the level of performance determined to be attained with respect to the Performance Goal for the Performance Period, the portion of the Target Amount that may vest and become the Earned Amount hereunder may range from 0% to 150% of the Target Amount.

#### 2. **Vesting and Forfeiture.**

(a) The Target Amount shall vest and become the Earned Amount based on (i) the Participant's satisfaction of the Service Requirement and (ii) the extent to which the Company has satisfied the Performance Goal set forth in the Grant Notice, which shall be determined by the Committee in its sole discretion as of the date the Committee certifies the level of achievement of the Performance Goal with respect to the Performance Period, which shall be no later than 30 days following the end of the Performance Period (the date of such certification, a "**Payout Determination Date**").

(b) In the event of the Participant's Restrictive Covenant Breach (as defined below) or a termination of the Participant's Service due to the Participant's termination by the Company for Cause prior to the Payout Determination Date, any portion of the Target Amount or Earned Amount (if any) (and all rights arising from such unearned portion of the Target Amount or such portion of the Earned Amount and from being a holder thereof) will terminate automatically without any further action by the Company and all vested and unvested restricted stock units will be forfeited without further notice and at no cost to the Company.

(c) Upon the termination of the Participant's Service due to the Participant's (i) death or Disability, (ii) termination by the Company without Cause, (iii) resignation for Good Reason (as defined below) or (iv) resignation due to Normal Retirement (as defined below), a pro-rated portion of the Earned Amount will become vested at the end of the Performance Period based on and to the extent to which the Company has satisfied the Performance Goal set forth in the Grant Notice, which shall be determined by the Committee in its sole good faith discretion as of the Payout Determination Date, with such portion determined by multiplying the Earned Amount by a fraction, (1) the numerator of which equals the number of calendar months that the Participant was providing Services during the Performance Period and (2) the denominator of which equals the number of calendar months in the Performance Period.

For purposes of this Agreement, "**Good Reason**" has the meaning set forth in the Participant's employment agreement or any other agreement governing the Participant's service relationship with the Company or, in the absence of such agreement or the use of such term in such agreement, means any one of the following without the

Participant's prior written consent: (i) a material diminution of the Participant's authority or duties (including, without limitation, (1) the continuous assignment to the Participant of any duties materially inconsistent with the Participant's position with the Company, or (2) a material diminution in the nature or status of the Participant's responsibilities); *provided, however*, that in no event will the Board's strategic determination that the financial condition of the Company warrants a reduction in M&A activity, expenditures or capital allocations be considered a diminution in responsibility or authority for this purpose; (ii) the Company effects a material diminution of the Participant's base compensation, unless such diminution is pursuant to a reduction of no more than twenty-five percent (25%) applied consistently (on a percentage basis) across-the-board to all senior executive officers of the Company; (iii) the removal of the Participant from the Participant's current position with the Company, (iv) any requirement that the Participant, without the Participant's prior written consent, move the Participant's regular office to a location more than 100 miles from the Company's current offices in Minnetonka, MN; or (v) any material breach by the Company of any employment agreement between the Company and the Participant or any other material agreement in writing between the Participant and the Company. Notwithstanding the foregoing, no event or condition described above shall constitute Good Reason unless, (i) within 90 days following the Participant's actual knowledge of the event which the Participant determines constitutes Good Reason, the Participant notifies the Company in writing that the Participant has determined a Good Reason exists and specifies the event creating Good Reason, (ii) following receipt of such notice, the Company fails to remedy such event within 30 days, and (iii) the Participant terminates his employment with the Company immediately following the expiration of such 30-day period. Both conditions must be met for the Participant to have a Good Reason to terminate the Participant's employment.

For purposes of this Agreement, "**Normal Retirement**" has the meaning set forth in the Participant's employment agreement or any other agreement governing the Participant's service relationship with the Company or, in the absence of such agreement or the use of such term in such agreement, means the termination of the Participant's Service due to the Participant's voluntary retirement on or after the date that the Participant attains age fifty-five (55) and the attainment of ten (10) years of Service, and at a time when no grounds for termination for Cause exist.

For purposes of this Agreement, "**Restrictive Covenant Breach**" means, as determined in the Board's sole good faith discretion, the Participant's breach of any provision set forth in Sections 11 or 12 hereof, of any other restrictive covenant obligations set forth in any agreement between the Participant and the Company or any of its Affiliates or any notice obligations set forth in an employment agreement with the Company or any of its Affiliates.

(d) Notwithstanding Section 2(c) above, upon the termination of the Participant's Service due to the Participant's (i) death or Disability, (ii) termination by the Company without Cause, or (iii) resignation for Good Reason, in each case, on or within twenty-four (24) months following a Change in Control, the Award shall immediately vest and become the Earned Amount with performance deemed achieved at the greater of (A) target performance or (B) actual performance through the date of such termination.

(e) Except as otherwise provided in this Section 2, any portion of the Target Amount that does not become the Earned Amount (and all rights arising from such unearned portion of the Target Amount and from being a holder thereof) will terminate automatically without any further action by the Company and will be forfeited without further notice and at no cost to the Company.

3. **Dividend Equivalents.** In the event that the Company declares and pays a cash dividend in respect of its outstanding shares of Stock and, on the record date for such dividend, the Award granted pursuant to this Agreement is outstanding and has not yet been settled, the Company shall pay to the Participant an amount in cash equal to the cash dividends the Participant would have received if the Participant was the holder of record, as of such record date, of a number of shares equal to the Earned Amount, and such payment will be made on the date on which the Earned Amount is settled in accordance with Section 4. For purposes of clarity, if the Award (or any portion thereof) is forfeited by the Participant pursuant to the terms of this Agreement, then the Participant shall also forfeit the dividend equivalents, if any, accrued with respect to such forfeited Award. No interest will accrue on the dividend equivalents between the declaration and payment of the applicable dividends and the settlement of the dividend equivalents.

4. **Settlement of this Award.** As soon as administratively practicable following the Committee's certification of the level of attainment of the Performance Goal on the Payout Determination Date, but in no event later than 15 days following the Payout Determination Date, the Company shall deliver to the Participant a number of Shares equal to the Earned Amount, with the number of Shares rounded (to the nearest whole number). Neither this Section 4 nor any action taken pursuant to or in accordance with this Agreement shall be construed to create a trust or a funded or secured obligation of any kind.

5. **Tax Withholding.** To the extent that the receipt, vesting or settlement of this Award results in compensation income or wages to the Participant for federal, state, local and/or foreign tax purposes, the Company or an Affiliate may withhold and deduct from any amounts otherwise payable to the Participant in settlement of the Earned Amount hereunder any federal, state, local and/or foreign taxes as may be required pursuant to any law or governmental regulation or rules. In the discretion of the Committee, withholding may be satisfied by Share withholding, with the amount of tax liability determined based on a rate up to the maximum tax rate applicable to the Participant. The Participant acknowledges and agrees that none of the Board, the Committee, the Company or an Affiliate have made any representation or warranty as to the tax consequences to the Participant as a result of the receipt, vesting or settlement of this Award pursuant to this Agreement. The Participant acknowledges that there may be adverse tax consequences upon the receipt, vesting or settlement of this Award and that the Participant has been advised, and hereby is advised, to consult a tax advisor. The Participant represents that the Participant is in no manner relying on the Board, the Committee, the Company or an Affiliate or any of their respective managers, directors, officers, employees or authorized representatives (including attorneys, accountants, consultants, bankers, lenders, prospective lenders and financial representatives) for tax advice or an assessment of such tax consequences.

6. **Non-Transferability.** During the lifetime of the Participant, no portion of this Award or any interest or right therein may be sold, pledged, assigned or transferred in any manner other than by will or the laws of descent and distribution. Neither this Award nor any interest or right therein shall be liable for the debts, contracts or engagements of the Participant or the Participant's successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means, whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect, except to the extent that such disposition is permitted by the preceding sentence.

7. **Compliance with Applicable Law.** Notwithstanding any provision of this Agreement to the contrary, the issuance of Shares hereunder will be subject to compliance with all applicable requirements of applicable law with respect to such securities and with the requirements of any stock exchange or market system upon which the Shares may then be listed. No Shares will be issued hereunder if such issuance would constitute a violation of any applicable law or regulation or the requirements of any stock exchange or market system upon which the Shares may then be listed. In addition, Shares will not be issued hereunder unless (a) a registration statement under the Securities Act is in effect at the time of such issuance with respect to the Shares to be issued or (b) in the opinion of legal counsel to the Company, the Shares to be issued are permitted to be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary for the lawful issuance and sale of any Shares hereunder will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance of Shares hereunder, the Company may require the Participant to satisfy any requirements that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

8. **Rights as a Stockholder.** Except as expressly provided pursuant to Section 3, the Participant shall have no rights as a stockholder of the Company with respect to any Shares that may become deliverable hereunder unless and until the Participant has become the holder of record of such Shares, and no adjustments shall be made for dividends in cash or other property, distributions or other rights in respect of any such Shares, except as otherwise specifically provided for in the Plan or this Agreement.



9. **Execution of Receipts and Releases.** Any issuance or transfer of Shares or other property to the Participant or the Participant's legal representative, heir, legatee or distributee, in accordance with this Agreement shall be in full satisfaction of all claims of such Person hereunder. As a condition precedent to such settlement or issuance upon a Participant's termination of Service, the Company may require the Participant or the Participant's legal representative, heir, legatee or distributee to execute (and not revoke within any time provided to do so) a release and receipt therefor in such form as it shall determine appropriate; provided, however, that any review period under such release will not modify the date of settlement with respect to the Earned Amount.

10. **No Right to Continued Service or Awards.** For purposes of this Agreement, the Participant shall be considered to be in the employment of the Company until such time the Company (or an Affiliate, or a corporation or other entity, or a parent or subsidiary of such corporation or other entity assuming or substituting a new award for the Award) or the Participant delivers a notice of termination as described therein or, in the case of a resignation for Good Reason, the Participant actually terminates employment following a resignation for Good Reason. Without limiting the scope of the preceding sentence, it is specifically provided that the Participant shall be considered to have terminated employment with the Company or an Affiliate at the time such entity or other organization that employs the Participant ceases to be considered an Affiliate within the meaning of that term as provided in the Plan such that, immediately following the termination of such "Affiliate" status, the Participant is no longer employed by the Company or an Affiliate. Nothing in the adoption of the Plan, nor the grant of this Award thereunder pursuant to this Agreement, shall confer upon the Participant the right to continued employment by, or a continued service relationship with, the Company or an Affiliate, or any other entity, or affect in any way the right of the Company or any such Affiliate, or any other entity to terminate such employment or other service relationship at any time. Any question as to whether and when there has been a termination of the Participant's employment with the Company or an Affiliate or other entity, and the cause of such termination, shall be determined by the Committee, and its determination shall be final and binding on all parties. The grant of this Award is a one-time benefit and does not create any contractual or other right to receive a grant of Awards or benefits in lieu of Awards in the future. Any future Awards will be granted at the sole discretion of the Company.

11. **Confidential Information.** During the period in which the Participant is an equity owner in the Company or holder of this Award, the Company may provide the Participant with, and the Participant will have access to, Confidential Information (as defined below). In consideration of the Participant's receipt of and access to such Confidential Information, and as a condition of the Participant receiving a grant of additional equity incentives from the Company, the Participant shall comply with this Section 11.

(a) Except as expressly permitted by this Agreement, the Participant shall not disclose any Confidential Information to any person or entity and shall not use any Confidential Information except for the benefit of the Company. The Participant acknowledges and agrees that the Participant would inevitably use and disclose Confidential Information in violation of this Section 11 if the Participant were to violate any of the covenants set forth in Section 12. The Participant shall follow all Company policies and protocols regarding the security of all documents and other materials containing Confidential Information (regardless of the medium on which Confidential Information is stored). Except to the extent required for the performance of the Participant's duties on behalf of the Company, the Participant shall not remove from facilities of the Company any information, property, equipment, drawings, notes, reports, manuals, invention records, computer software, customer information, or other data or materials that relate in any way to the Confidential Information, whether paper or electronic and whether produced by the Participant or obtained by the Company. The covenants of this Section 11(a) shall apply to all Confidential Information, whether now known or later to become known to the Participant during the period that the Participant is employed by or affiliated with the Company.

(b) Notwithstanding any provision of Section 11(a) to the contrary, the Participant may make the following disclosures and uses of Confidential Information:

(i) disclosures to other employees, officers or directors of the Company who have a need to know the information in connection with the business of the Company;

(ii) disclosures to customers and suppliers when, in the reasonable and good faith belief of the Participant, such disclosure is in connection with the Participant's performance of the Participant's duties under this Agreement and is in the best interests of the Company;

(iii) disclosures and uses that are approved in writing by the Board or (unless the Participant is the Chief Executive Officer of the Company) the Chief Executive Officer of the Company; or

(iv) disclosures to a person or entity that has (x) been retained by the Company to provide services to the Company and (y) agreed in writing to abide by the terms of a confidentiality agreement.

(c) Upon request of the Company, the Participant shall promptly and permanently surrender and deliver to the Company all documents (including electronically stored information) and all copies thereof and all other materials of any nature containing or pertaining to all Confidential Information and any other Company property (including any Company-issued computer, mobile device or other equipment) in the Participant's possession, custody or control and the Participant shall not retain any such documents or other materials or property of the Company. Within ten (10) days of any such request, the Participant shall certify to the Company in writing that all such documents, materials and property have been returned to the Company.

(d) "**Confidential Information**" means all confidential, competitively valuable, non-public or proprietary information that is conceived, made, developed or acquired by or disclosed to the Participant (whether conveyed orally or in writing), individually or in conjunction with others, during the period that the Participant is employed by or otherwise affiliated with the Company (whether during business hours or otherwise and whether on the Company's premises or otherwise) including: (i) technical information of the Company, its Affiliates, its investors, customers, vendors, suppliers or other third parties, including computer programs, software, databases, data, ideas, know-how, formulae, compositions, processes, discoveries, machines, inventions (whether patentable or not), designs, developmental or experimental work, techniques, improvements, work in process, research or test results, original works of authorship, training programs and procedures, diagrams, charts, business and product development plans, and similar items; (ii) information relating to the Company's businesses or properties, products or services (including all such information relating to corporate opportunities, operations, future plans, methods of doing business, business plans, strategies for developing business and market share, research, financial and sales data, pricing terms, evaluations, opinions, interpretations, acquisition prospects, the identity of customers or acquisition targets or their requirements, the identity of key contacts within customers' organizations or within the organization of acquisition prospects, or marketing and merchandising techniques, prospective names and marks) or pursuant to which the Company owes a confidentiality obligation; and (iii) other valuable, confidential information and trade secrets the Company, its Affiliates, its customers or other third parties including, but not limited to, type curves, well performance algorithms, equations to simulate investment underwriting, proprietary geological analysis and relevant data. Moreover, all documents, videotapes, written presentations, brochures, drawings, memoranda, notes, records, files, correspondence, manuals, models, specifications, computer programs, e-mail, voice mail, electronic databases, maps, drawings, architectural renditions, models and all other writings or materials of any type including or embodying any of such information, ideas, concepts, improvements, discoveries, inventions and other similar forms of expression are and shall be the sole and exclusive property of the Company and be subject to the same restrictions on disclosure applicable to all Confidential Information pursuant to this Agreement. For purposes of this Agreement, Confidential Information shall not include any information that (A) is or becomes generally available to the public other than as a result of a disclosure or wrongful act of the Participant or any of the Participant's agents; (B) was available to the Participant on a non-confidential basis before its disclosure by the Company; (C) becomes available to the Participant on a non-confidential basis from a source other than the Company; *provided, however*, that such source is not bound by a confidentiality agreement with, or other obligation with respect to confidentiality to, the Company; or (D) is required to be disclosed by applicable law.

(e) Notwithstanding the foregoing, nothing in this Agreement or in any other agreement between the Participant and the Company shall prohibit or restrict the Participant from lawfully: (i) making any disclosure of relevant and necessary information or documents in any action, investigation, or proceeding relating to this Agreement, or as required by law or legal process, including with respect to possible violations of law, (ii) participating, cooperating, or testifying in any action, investigation, or proceeding with, or providing information to,

any governmental agency, legislative body or any self-regulatory organization, including, but not limited to, the Department of Justice, the SEC, the Congress, and any agency Inspector General, (iii) accepting any SEC Awards, or (iv) making other disclosures under the whistleblower provisions of federal law or regulation. In addition, nothing in this Agreement or any other agreement or Company policy prohibits or restricts the Participant from initiating communications with, or responding to any inquiry from, any administrative, governmental, regulatory or supervisory authority regarding any good faith concerns about possible violations of law or regulation. The Participant does not need the prior authorization of the Company to make any such reports or disclosures and the Participant will not be required to notify the Company that such reports or disclosures have been made. Additionally, pursuant to the federal Defend Trade Secrets Act of 2016, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (1) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney and (2) solely for the purpose of reporting or investigating a suspected violation of law; (B) is made to the individual's attorney in relation to a lawsuit for retaliation against the individual for reporting a suspected violation of law; or (C) is made in a complaint or other document filed in a lawsuit or proceeding, if such filing is made under seal. Nothing in this Agreement requires the Participant to obtain prior authorization before engaging in any conduct described in this paragraph, or to notify the Company that the Participant has engaged in any such conduct.

12. **Non-Competition; Non-Solicitation; Non-Disparagement.** In consideration for the grant of equity incentive Award represented by this Agreement, and as an equity owner of the Company, the Participant agrees that the Participant will not directly or indirectly, as an employee, officer, director, shareholder, proprietor, agent, partner, recruiter, consultant, independent contractor or in any other individual or representative capacity engage in any of the Restricted Activities in any area within which the Company conducts or is pursuing Company Business, unless such Restricted Activity has previously been approved in writing by the Board after the Participant has provided the Board with full written disclosure of the relevant facts.

(a) **"Restricted Period"** means, during the period commencing on the Date of Grant and continuing until the *earlier* of (i) eighteen (18) months following the termination of the Participant's rights to participate in potential payouts under this Agreement, regardless of the reason for such termination or (ii) eighteen (18) months following the delivery of a written notice of termination of Participant's service.

(b) **"Restricted Activities"** means and includes the following:

(i) Conducting, engaging or participating, directly or indirectly, as an employee, agent, independent contractor, consultant, advisor, partner, shareholder, investor, lender, underwriter or in any other similar capacity, in any business that directly competes with any part of the Company Business (as defined below); provided, however, that for purposes of this Section 12(b)(i) only, the term Company Business shall be narrowly construed and geographically limited to the states of Ohio, North Dakota, South Dakota, Montana, Texas, New Mexico and Pennsylvania or any other shale play in which the Company conducts Company Business, or any other state in which the Company conducts activities outside of oil and gas as part of the Company Business or has taken material steps in preparation to conduct (and at such time reasonably expects to conduct) Company Business as of the date of termination of Participant's Service with the Company;

(ii) Recruiting, hiring, and/or attempting to recruit or hire, directly or by assisting others, any other employee, temporary or permanent contract, part time or full time of the Company or otherwise soliciting any other employee of the Company for any purposes that would directly or indirectly interfere or conflict with the other employee's employment by the Company. For purposes of this covenant any "other employee" shall refer to employees who provide services to the Company and who are still actively employed by the Company at the time of the attempted recruiting or hiring, or were so employed at any time within six (6) months prior to the time of such attempted recruiting or hiring;

(iii) Using, disclosing, publishing, copying, distributing or communicating any Confidential Information and Trade Secrets (as defined below) to, or for the use or benefit of the Participant or any other person or entity other than the Company; and

(iv) Directly or indirectly interfering with the Company's relationship with any person or entity who, on the date of the Participant's termination of employment or during the eighteen (18)-month period immediately preceding such date of termination, is a customer, shareholder, investor, creditor, client, or vendor or Affiliate thereof.

(c) The Participant agrees that at no time during the Participant's potential participation in payments pursuant to the Agreement or other ownership of an equity interest in the Company or thereafter shall the Participant make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Company or its Affiliates or any of its respective directors, officers or employees. Similarly, the Company agrees that at no time following the termination of the Participant's employment shall the Board or the Company's executive officers (as defined in Section 16 of the Exchange Act) make, cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, performance or character of the Participant. However, the foregoing shall not apply to: (i) any person's statements as a witness in a legal proceeding (as may be ordered by any regulatory agency or court or as otherwise required by law), or (ii) as may be necessary for either party to prosecute any claims relating to the enforcement of this Agreement.

(d) The Company and the Participant acknowledge that the provisions contained in this Section 12 shall not prevent the Participant or the Participant's Affiliates from owning solely as an investment, directly or indirectly, securities of any publicly traded corporation engaged in the Company's Business if the Participant and the Participant's Affiliates do not, directly or indirectly, beneficially own in the aggregate more than five percent (5%) of all classes of outstanding equity securities of such entity.

(e) The Participant and the Company agree that the limitations as to time and scope of activity to be restrained are reasonable and do not impose a greater restraint on the Participant than is necessary to protect the property rights and other business interests of Company.

(f) During the Participant's potential participation in payments pursuant to the Agreement or other ownership of an equity interest in the Company and thereafter, the Participant shall reasonably cooperate with the Company in any internal inquiry or investigation or administrative, regulatory, or judicial proceeding as reasonably requested by the Company (including, without limitation, the Participant being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information, and turning over to the Company all relevant documents that are or may come into the Participant's possession, all at times and on schedules that are reasonably consistent with the Participant's other permitted activities and commitments).

13. For purposes of this Agreement, the following definitions apply:

(a) "**Company Business**" shall mean, except as otherwise provided in Section 12(b)(i), the acquisition, exploration, and development of properties containing oil and natural gas resources for purposes of oil and natural gas production, including minority investment strategies, or other business activities that the Company conducts or has taken material steps in preparation to conduct (and reasonably expects to conduct) at the time of termination; provided, however, that, for so long as the Company does not have any operated oil and gas assets and has not undertaken affirmative steps to engage in operated oil and gas activities, Participant shall not be prohibited from working for businesses that primarily focus on operated oil and gas activities provided the Participant does not engage in or provide services with respect to any non-operated oil and gas investments.

(b) "**Confidential Information and Trade Secrets**" may be written, verbal or recorded by electronic, magnetic or other methods, whether or not expressly identified as "Confidential" by the Company, and includes, but is not limited to, the following information and materials:

(i) Financial information of any kind pertaining to the Company, including, without limitation, information about the profit margins, profitability, pricing, income and expenses of the Company or any

of its products or lines of business and also including, without limitation, any and all information and records relating to the Company's contracts or transactions with, or charges, prices or sales to, its customers, including invoices, proposals, confirmations, bills of lading, statements, accounting records, bids, payment records or any other information or documents regarding amounts charged to or paid by customers, for any products or services which form any part of the Company Business;

(ii) All information about and all communications received from, sent to or exchanged between the Company and any person or entity which has purchased, licensed, exchanged or otherwise entered into a transaction with the Company, or to which the Company has made a proposal with respect to the purchase, sale, license, exchange or other transaction involving any component, products or services which form any part of the Company Business;

(iii) All of the Company's technical data and any information pertaining to the Company Business, including, by way of example, research and development, scientific studies or analyses, details or training methods, and oil and gas technology;

(iv) All customer contact information, which includes information about the identity and location of individuals with decision-making authority at the customer and the particular preferences, needs or requirements of the customer, or such individual, with respect to any of the products, goods, services or equipment which comprise any part of the Company Business, and all information about the particular needs or requirements of a customer based on its geographical, economic or other factors; and

(v) Employee lists, phone numbers and addresses, pay rates, benefits and compensation packages, training programs and manuals, and other confidential information regarding the Company's personnel.

(vi) Notwithstanding the foregoing, "Confidential Information," for purposes of this Agreement, shall not extend to any information: (A) that is or becomes in the public domain through no wrongful act or fault of the Participant; (B) that was already known to the Participant prior to employment with the Company; (C) that is obtained by the Participant from a third party who is not under a duty of nondisclosure owed to the Company; (D) to which the Participant would not otherwise have access by virtue of the Participant's employment or other service relationship with the Company and was independently developed by the Participant without any use of or reliance on any information that, without giving effect to this clause, would be considered Confidential Information and Trade Secrets of the Company; or (E) is required to be disclosed by law; provided, however, that prior to such disclosure the Participant shall deliver timely notice to the Company of such required disclosure and assist the Company in seeking protective relief thereof.

14. **Legal and Equitable Remedies.** The Participant acknowledges that a violation or attempted breach of any of the Participant's covenants and agreements in this Agreement (including, without limitation, Sections 11 and 12) will cause such damage as will be irreparable, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law, and accordingly, the parties hereto agree that the Company and an Affiliate shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining the Participant or the affiliates, partners or agents of the Participant from such breach or attempted violation of such covenants and agreements, as well as to recover from the Participant any and all costs and expenses sustained or incurred by the Company or an Affiliate in obtaining such an injunction, including reasonable attorneys' fees. The parties to this Agreement agree that no bond or other security shall be required in connection with such injunction. Any exercise by either of the parties to this Agreement of its rights pursuant to this Section 14 shall be cumulative and in addition to any other remedies to which such party may be entitled. As an actual and potential equity owner of the Company, a corporation incorporated under the laws of Delaware, the Participant acknowledges and agrees that the covenants set forth in Section 11 and 12 are a necessary condition and appropriate consideration for the receipt of the opportunity to participate in additional equity interests in the Company pursuant to this Agreement. Accordingly, should the provisions of Section 11 or 12 be deemed unenforceable as written in a contested proceeding to which the Company and the Participant are a party, the Participant acknowledges and agrees that the rights to receive payment of cash or shares pursuant this Agreement

will be null and void, and the Participant will be required to repay to the Company on demand the after-tax value of any shares or cash previously delivered in satisfaction of the Company's obligations pursuant to this Agreement. In addition, in the event of a Restrictive Covenant Breach, no additional amount of cash or shares otherwise payable under this Agreement after the date of such breach will be payable, and all future rights to payments under this Agreement will be canceled automatically.

15. **Notices.** All notices and other communications under this Agreement shall be in writing and shall be delivered to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company, unless otherwise designated by the Company in a written notice to the Participant (or other holder):

Northern Oil and Gas, Inc.  
Attn: Chief Legal Officer  
4350 Baker Road, Suite 400  
Minnetonka, Minnesota 55343

If to the Participant, at the Participant's last known address on file with the Company.

Any notice that is delivered personally or by overnight courier or telecopier in the manner provided herein shall be deemed to have been duly given to the Participant when it is mailed by the Company or, if such notice is not mailed to the Participant, upon receipt by the Participant. Any notice that is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the fourth day after the day it is so placed in the mail.

16. **Consent to Electronic Delivery; Electronic Signature.** In lieu of receiving documents in paper format, the Participant agrees, to the fullest extent permitted by law, to accept electronic delivery of any documents that the Company may be required to deliver (including, but not limited to, grant or award notifications and agreements, account statements and all other forms of communications) in connection with this and any other Award made or offered by the Company. Electronic delivery may be via a Company electronic mail system or by reference to a location on a Company intranet to which the Participant has access. The Participant hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may be required to deliver, and agrees that the Participant's electronic signature is the same as, and shall have the same force and effect as, the Participant's manual signature.

17. **Corporate Acts.** The existence of this Award shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger, consolidation or other business combination of the Company, any issue of debt or equity securities, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding.

18. **Entire Agreement; Amendment.** This Agreement, together with the Plan, constitutes the entire agreement of the parties with regard to the subject matter hereof, and contains all the covenants, promises, representations, warranties and agreements between the parties with respect to this Award; *provided, however*, that (a) the terms of this Agreement shall not modify and shall be subject to the terms and conditions of any employment, consulting and/or severance agreement between the Company (or an Affiliate or other entity) and the Participant in effect as of the date a determination is to be made under this Agreement; and (b) if the Participant has entered into any written agreement with the Company or an Affiliate regarding the arbitration of disputes (including as part of an employment agreement) (such agreement, an "**Arbitration Agreement**"), then this Agreement shall be subject to the dispute resolution procedures set forth in the Arbitration Agreement. Without limiting the scope of the preceding sentence, except as provided therein, all prior understandings and agreements, if any, among the parties hereto relating to the subject matter hereof are hereby null and void and of no further force and effect. The Committee may,

in its sole discretion, amend this Agreement from time to time in any manner that is not inconsistent with the Plan; *provided, however*, that except as otherwise provided in the Plan or this Agreement, any such amendment that adversely affects the rights of the Participant shall be effective only if it is in writing and signed by both the Participant and an authorized officer of the Company.

19. **Severability and Waiver.** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Agreement, and all other provisions shall remain in full force and effect. In the event that any provision in this Agreement is held to be unenforceable by a court of competent jurisdiction because it exceeds the maximum time, geographical, or occupational limitations permitted by applicable law, then such provision(s) shall be and hereby are reformed to the maximum time, geographical, and occupational limitations as may be permitted by applicable law. Waiver by any party of any breach of this Agreement or failure to exercise any right hereunder shall not be deemed to be a waiver of any other breach or right. The failure of any party to take action by reason of such breach or to exercise any such right shall not deprive the party of the right to take action at any time while or after such breach or condition giving rise to such rights continues.

20. **Clawback.** Notwithstanding any provision in this Agreement or the Plan to the contrary, to the extent required by (a) applicable law, including the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any SEC rule or any applicable securities exchange listing standards (a "**Legal Requirement**") and/or (b) any policy that may be adopted or amended by the Board from time to time to the extent required to comply with such Legal Requirement, all settlements in respect of this Award shall be subject to forfeiture, recoupment and/or cancellation to the extent necessary to comply with such Legal Requirement. In addition, in the event of a Restrictive Covenant Breach, in addition to any remedies set forth in Section 14 or as otherwise allowed by law, the Participant will be required to repay to the Company on demand the after-tax value of any shares or cash previously delivered in satisfaction of the Company's obligations pursuant to this Agreement within the twelve (12) months prior to the date of the Restrictive Covenant Breach.

21. **Arbitration.** Other than as set forth in Section 14, any dispute, controversy, or claim between the Participant, on the one hand, and the Company, on the other hand, arising out of, under, pursuant to, or in any way relating to the Participant's employment or other service relationship with the Company, including, without limitation, this Agreement, shall be submitted to and resolved by confidential and binding arbitration ("**Arbitration**") administered by JAMS and conducted pursuant to its Employment and Arbitration Rules & Procedures then in effect. The Arbitration hearing shall take place in Harris County, Texas (or such other location agreed to by the parties). Such Arbitration shall be before three (3) neutral arbitrators (the "**Panel**") licensed to practice law and familiar with employment disputes. Any award rendered in any Arbitration shall be final and binding upon the parties to the Arbitration and not subject to judicial review except as required by law. The Panel may enter a default decision against any party who fails to participate in the Arbitration. The administration fees and expenses of the Arbitration shall be borne by the parties in accordance with and pursuant to JAMS' Employment and Arbitration Rules & Procedures then in effect. To submit a matter to Arbitration, the party seeking redress shall notify in writing, the party against whom such redress is sought, describe the nature of such claim, the provision of this Agreement that has been allegedly violated and the material facts surrounding such claim. The Panel shall render a single written, reasoned decision. The decision of the Panel shall be binding upon the parties to the Arbitration, and after the completion of such Arbitration, the parties to the Arbitration may only institute litigation regarding this Agreement for the sole purpose of enforcing the determination of the Arbitration hearing or, with respect to the Company, to seek injunctive or equitable relief pursuant to the terms of Section 14. The Panel shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the agreement to arbitrate, including any claim that all or part of this Agreement is void or voidable and any claim that an issue is not subject to arbitration. All proceedings conducted pursuant to the agreement to arbitrate, including any order, decision or award of the arbitrator, shall be kept confidential by all parties except to the extent such disclosure is necessary to any legal proceeding, required by law, or in a proceeding to enforce any rights under this Agreement. The Participant acknowledges that, by signing this Agreement, the Participant is waiving any right that the Participant may have to a jury trial or a court trial related to this Agreement.

22. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN, EXCLUSIVE OF THE CONFLICT OF LAWS PROVISIONS OF DELAWARE LAW.

23. **Successors and Assigns.** The Company may assign any of its rights under this Agreement without the Participant's consent. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein and in the Plan, this Agreement will be binding upon the Participant and the Participant's beneficiaries, executors, administrators and the Person(s) to whom this Award may be transferred by will or the laws of descent or distribution.

24. **Headings, References, Interpretation.** Titles and headings to Sections hereof are for the purpose of reference only and shall in no way limit, define or otherwise affect the provisions hereof. Any and all Exhibits, Annexes or Attachments referred to in this Agreement, including, for the avoidance of doubt, the Grant Notice and Exhibit B attached thereto, are, by such reference, incorporated herein and made a part hereof for all purposes. Unless the context requires otherwise, all references to laws, regulations, contracts, agreements and instruments refer to such laws, regulations, contracts, agreements and instruments as they may be amended from time to time, and references to particular provisions of laws or regulations include a reference to the corresponding provisions of any succeeding law or regulation. Unless otherwise specified, all references to "dollars" or "\$" in this Agreement refer to United States dollars. The words "herein", "hereof", "hereunder" and other compounds of the word "here" shall refer to the entire Agreement, including, for the avoidance of doubt, the Grant Notice and Exhibit B attached thereto, and not to any particular provision hereof. Wherever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural and conversely. All references to "including" shall be construed as meaning "including without limitation." Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against any party hereto, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties hereto and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the parties hereto.

25. **Counterparts.** The Grant Notice may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of the Grant Notice by facsimile or portable document format (.pdf) attachment to electronic mail shall be effective as delivery of a manually executed counterpart of the Grant Notice.

26. **Section 409A.** Notwithstanding anything herein or in the Plan to the contrary, this Award is intended to be exempt from the applicable requirements of Section 409A of the Code and shall be limited, construed and interpreted in accordance with such intent. Nevertheless, to the extent that the Committee determines that this Award is not exempt from Section 409A of the Code, then, if the Participant is deemed to be a "specified employee" within the meaning of Section 409A of the Code, as determined by the Committee, at a time when the Participant becomes eligible for settlement of the Earned Amount pursuant to this Agreement upon the Participant's "separation from service" within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (a) the date that is six months following the Participant's separation from service and (b) the Participant's death. Notwithstanding the foregoing, the Company and its Affiliates make no representations that this Award is exempt from or compliant with Section 409A of the Code and in no event shall the Company or any Affiliate be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Participant on account of non-compliance with Section 409A of the Code.

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**EXHIBIT B**

**PERFORMANCE GOAL FOR  
PERFORMANCE-BASED RESTRICTED STOCK UNIT AWARD  
(RELATIVE TSR)**

This Exhibit B to the Grant Notice contains the performance requirements and methodology applicable to this Award. Subject to the terms and conditions set forth in the Plan and the Agreement, the portion of the Target Amount subject to this Award, if any, that become the Earned Amount during the Performance Period will be determined in accordance with this Exhibit B. Capitalized terms used but not defined herein or in the Agreement shall have the same meaning assigned to them in the Plan.

1. **Performance Goal.** The Performance Goal applicable to this Award shall be relative total shareholder return ("*Relative TSR*"), which measures the percentile ranking of the Company's TSR (as defined below) as compared to the TSR of each member of the Performance Peer Group (as defined below) over the Performance Period.

2. **Company Performance Ranking and Percentile Ranking.** Subject to the satisfaction of the Service Requirement, the percentage of the Target Amount that becomes the Earned Amount will be determined in accordance with table set forth below. On the Payout Determination Date, the Committee, in its sole discretion, will review, analyze and certify the achievement of the Company's Relative TSR percentile ranking for the Performance Period as compared to the Performance Peer Group in accordance with the terms of the Agreement and the Plan and, based on the performance so certified, the applicable percentage of the Target Amount shall become the Earned Amount, as follows:

<b>Level</b>	<b>Relative TSR Performance (Percentile Rank vs. Peers)</b>	<b>Earned Amount (% of the Target Amount Performance Vested)*</b>
< Threshold	< 25 <sup>th</sup> Percentile	0%
Threshold	25 <sup>th</sup> Percentile	50%
Target	50 <sup>th</sup> Percentile	100%
Maximum	≥ 75 <sup>th</sup> Percentile	150%

\*The percentage of the Target Amount that becomes the Earned Amount for performance between the threshold and target achievement levels or between the target and maximum achievement levels will be calculated using linear interpolation. For purposes of clarity, no portion of the Target Amount will become the Earned Amount if the Company does not attain at least the threshold level of Relative TSR performance for the Performance Period. Any portion of the Target Amount that does not become the Earned Amount in accordance with the Agreement, including this Exhibit B, and all rights arising from such Target Amount and from being a holder thereof will terminate automatically on the Payout Determination Date without further action by the Company and will terminate and be forfeited without further notice and at no cost to the Company.

3. **Determination of Relative TSR Ranking.**

(a) To determine the Company's applicable percentile ranking for the Performance Period, TSR will be calculated for the Company and each member of the Performance Peer Group. The members of the Performance Peer Group, excluding the Company, will be ordered from highest to lowest based on their respective TSRs. The Company's percentile rank will be interpolated between the entity with the next highest TSR and the entity with the next lowest TSR based on the differential between the Company's TSR and the TSR of such entities. The "TSR" for the Company and each member of the Performance Peer Group shall be equal to the quotient of (X plus Y) divided by Z, where:

- "X" equals the difference between (i) the average closing price (the "ACP") of a Share for the 20 consecutive trading days ending with the last trading day of the Performance Period, minus (ii) the ACP of a Share for the 20 consecutive trading days ending with the last trading day before the start of the Performance Period;
- "Y" equals the cumulative amount of dividends and distributions declared and paid in respect of a Share and having a record date during the Performance Period; and
- "Z" equals the ACP of a Share for the 20 consecutive trading days ending with the last trading day before the start of the Performance Period.

The TSR calculation for each member of the Peer Group will be calculated on the same basis as the TSR calculation for the Company. The Committee will review and approve the TSR calculation for each member of the Peer Group.

The Committee, in its sole discretion, will equitably adjust the Relative TSR calculation as necessary for stock splits or other stock dividends.

(b) Example:

- ACP of NOG common stock over the last 20 trading days of 202X = \$30.00
- Cumulative dividends paid for which a record date occurred during the performance period (1/1/202X+1 through 12/31/202X+3) = \$5.00
- ACP of NOG common stock over the last 20 trading days of 202X+3 = \$38.00
- $TSR = (\$38.00 - \$30.00 + \$5.00) / \$30.00 = 43.33\%$

The Company's TSR would then be compared to the TSR calculated for the Performance Peer Group set forth in Section 4, and the resulting percentile ranking would be used to calculate the Earned Amount based on the table set forth in Section 2.

4. **Performance Peer Group**

(a) The following companies will be deemed to be the Company's "**Performance Peer Group**" for purposes of the Agreement:

<b>Company Name</b>	<b>Ticker Symbol</b>
1. SM Energy	SM
2. Vitesse Energy	VTS
3. HighPeak Energy	HPK
4. Talos Energy	TALO
5. Vital Energy	VTLE
6. Magnolia Oil & Gas Corp.	MGY
7. Matador Resources Company	MTDR
8. Permian Resources	PR
9. Civitas Resources	CIVI
10. W&T Offshore, Inc.	WTI
11. Berry Corporation	BRY
12. Crescent Energy	CRGY
13. Granite Ridge Resources, Inc.	GRNT
14. Chord Energy	CHRD
15. Kimbell Royalty Partners	KRP
16. Sitio Royalties	STR

(b) **Changes to Performance Peer Group during a Performance Period**

- (i) If during the Performance Period any member of the Performance Peer Group is acquired or is otherwise not the surviving company following a corporate transaction, then, unless otherwise determined by the Committee, such member shall be removed from the Performance Peer Group and such member's performance shall not be utilized in the Relative TSR calculation.
- (ii) If during the Performance Period any member of the Performance Peer Group files for bankruptcy, liquidates due to an insolvency or such member is delisted and ceases to be traded on a national securities exchange (i.e., Nasdaq or NYSE), then, unless otherwise determined by the Committee, such member shall remain in the Performance Peer Group and its ending stock price for purposes of calculating their performance shall be \$0.00 utilized in the Relative TSR calculation for the applicable Performance Period.
- (iii) For the avoidance of doubt, a member of the Performance Peer Group that acquires another company but continues to exist and be continuously publicly traded on a national securities exchange, shall remain in the Performance Peer Group and its performance shall be utilized in the Relative TSR calculation, unless otherwise determined by the Committee.

5. **Additional Factors or Information Regarding Methodology**. Consistent with the terms of the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the terms of the Plan or the Agreement, including this Exhibit B, shall be within the sole discretion of the Committee, and shall be final, conclusive, and binding upon all persons.

## CERTIFICATION

I, Nicholas O'Grady certify that:

1. I have reviewed this quarterly report on Form 10-Q of Northern Oil and Gas, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 6, 2024

By: /s/ Nicholas O'Grady

Nicholas O'Grady  
Principal Executive Officer

## CERTIFICATION

I, Chad Allen certify that:

1. I have reviewed this quarterly report on Form 10-Q of Northern Oil and Gas, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared; and
  - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles; and
  - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
  - a) All significant deficiencies and material weakness in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Dated: November 6, 2024

By: /s/ Chad Allen

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Chad Allen  
Principal Financial Officer

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Northern Oil and Gas, Inc., (the "Company") on Form 10-Q for the quarterly period ended September 30, 2024, as filed with the United States Securities and Exchange Commission on the date hereof, (the "Report"), the undersigned officers of the Company hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: November 6, 2024

By: /s/ Nicholas O'Grady  
Nicholas O'Grady  
Principal Executive Officer

Dated: November 6, 2024

By: /s/ Chad Allen  
Chad Allen  
Principal Financial Officer

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.